

GOVERNMENT OF INDIA

RAILWAY DEPARTMENT

OFFICE OF THE GOVERNMENT EXAMINER OF ACCOUNTS,
GREAT INDIAN PENINSULA RAILWAY, BOMBAY

BOOK OF CONTRACTS

RELATING TO THE

GREAT INDIAN PENINSULA
RAILWAY SYSTEM.

FIRST EDITION.



BOMBAY

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1915

Approved by the Accountant General, Railways, in his letter
No 2318-Rev , dated 27th September 1915

PREFACE

This compilation contains all current contracts of the Great Indian Peninsula Railway System beginning with the original contract of each of the lines forming part of that system and of lines worked by the Great Indian Peninsula Railway Company and embodying the various contracts introducing changes therein from time to time and has been edited under instructions from the Accountant General, Railways as contained in his letters No 1363-Revenue, dated 1st June 1915 and No 1551-Revenue, dated 22nd June 1915, which are printed below

2 The direction in regard to the reproduction of clauses in the later contracts immediately below the clauses in the original contract which they modify has been attended to *in spirit* though not to the *strict letter*, as in some cases a verbal alteration of one or two words, it was thought, had better be done by indicating what was actually to be effected by the amending clauses in later contracts, instead of reproducing *in extenso* the sections concerned underneath the clauses in the principal contract. Thus, it is hoped, will effect a saving of labour to those who have to refer to the contracts. Where substantial additions to the provisions in the principal contracts were made by clauses in subsequent contracts, such clauses have been incorporated in the body of the principal contracts and numbered as directed by the Accountant General, Railways, in the second letter of his referred to in para 1 above

3 All alterations and additions to the original contract which are necessitated by subsequent contracts though embodied in the original contracts have been printed in smaller type to enable the reader to have an authentic and true edition of all the contracts *as executed*, and with this view the supplementary contracts have *also* been printed in full

4 Wherever references to sections in the original contract are given in the supplementary contracts, the pages on which such sections of the original contract are printed are indicated at foot of the supplementary contracts. Reference to later contracts are given below each addition or alteration made in the respective contracts.

5 The index printed at end of each principal contract will, it is hoped, be found very useful and enhance the value of the compilation as a book of reference to those who may have to use it.

R. F. G. SCOTT,

Government Examiner of Accounts,
G. I. P. Railway

Bombay, 5th October 1915

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**Office of the Government Examiner of Accounts, G I P Railway,
Bombay**

*Addenda and Corrigenda to the Book of Contracts relating to the G I P
Railway System, 1st Edition*

NO 1

Page xi—Table of Contents —

‘Add the following entry at the end of the “Table of Contents” and insert the accompanying page 225 in the book —

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[No 1, dated 26th May 1916]

NO 2

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Insert the following below the existing alteration to “Clause 1” —

ALTERATION

[As from the 1st April 1913 for the words “30th June” and “31st December” in lines 5 and 6 substitute the words “31st March” and “30th September,” respectively

AUTHORITY

Corrigendum slip dated 7th October 1915 issued by the Railway Board to this Agreement printed on page 225 of this book]

[No 2, dated 26th May 1916]

R F G SCOTT,

Government Examiner of Accounts,
G I P Railway, Bombay

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Dated 21st December 1900

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

C O N T R A C T

AS TO THE

MAINTENANCE, MANAGEMENT,
AND WORKING OF THE GREAT
INDIAN PENINSULA RAILWAY
SYSTEM AND INDIAN MIDLAND
RAILWAY SYSTEM BY THE
GREAT INDIAN PENINSULA
RAILWAY COMPANY

THE G I P. RAILWAY PRINCIPAL CONTRACT

This Indenture, made the 21st day of December 1900, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein-after called "the Secretary of State") of the one part, and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (herein after called "the Company"), incorporated by an Act of Parliament passed in the Session of the 12th and 13th years of the reign of Her present Majesty, intituled "An Act for incorporating the Great Indian Peninsula Railway Company and for other purposes connected therewith," of the other part

WHEREAS it has been agreed between the parties hereto that the Company shall maintain, manage, and work the Great Indian Peninsula Railway system (as herein-after defined) and the Indian Midland Railway system (as herein-after defined) during the period and on the terms herein-after mentioned

AND WHEREAS it has been further agreed that the receipts and expenditure of the undertaking (as herein-after defined) on and after the 1st of July 1900, and the accounts relating thereto, shall as from that date be dealt with and kept in manner herein-after appearing as though the Company had been in possession of and working the undertaking on and from that date

AND WHEREAS by a contract dated the 2nd day of October 1885, and made between the Secretary of State of the one part and the Indian Midland Railway Company, Limited, of the other part, the Secretary of State agreed during the continuance of that contract to pay to the Indian Midland Railway Company, Limited, out of the revenues of India, interest at the rate of 4 per cent per annum on a sum of 3,000,000*l*, which has been raised by the issue by such last-mentioned Company of a share capital for the nominal amount of 3,000,000*l*

AND WHEREAS in exercise of the powers in that behalf conferred upon the Company by the Great Indian Peninsula Railway Purchase Act, 1900, herein-after called the Act of 1900, and for the purposes of this contract, the Company are about to issue a new share or stock capital for the nominal amount of 2,575,000*l*, and of such new capital a total nominal value of 1,750,000*l* is to be issued as fully paid up in exchange for 67,017*l* 17*s* 9*d*, part of the annuity payable by the Secretary of State out of the revenues of India, as mentioned in the said Act of 1900, and a total nominal value of 825,000*l*, being the remainder of such new capital, is to be issued as fully paid up in exchange for stock of the Indian Midland Railway Company, Limited, of the total nominal value of 750,000*l*, such exchange being at the rate of 110*l* of the new capital of the Company for every 100*l* of the stock of the Indian Midland Railway Company, Limited

AND WHEREAS the Secretary of State may require the Company hereafter to issue further share or stock capital as fully paid up in exchange for all or part of the remainder of the said stock of the Indian Midland Railway Company, Limited

AND WHEREAS it has been agreed that, as part of the consideration for the covenants by the Secretary of State herein-after contained, the Company shall surrender or transfer or cause to be surrendered or transferred to the Secretary of State, or as he may direct, all such part of the said annuity and all such stock of the Indian Midland Railway Company, Limited, as shall be exchanged for shares or stock in the new share capital of the Company as aforesaid

NOW THIS INDENTURE WITNESSETH, that in pursuance of the powers in this behalf conferred upon the Company by the said Act of 1900, and of every other power in this behalf them thereunto enabling, it is hereby agreed and declared as follows —

Interpretation of Terms

1 In this Contract—

The expression "the Secretary of State" means the Secretary of State in Council of India.

The expression "the Company" means the Great Indian Peninsula Railway Company

The expression "the Great Indian Peninsula Railway system" means the railways and works of whatever description forming the undertaking known as the Great Indian Peninsula Railway on the 30th day of June 1900, together with all State railways then or since worked by the Company, except the branch lines in Berar, and the works of whatever description thereto belonging, and (without in any way limiting the generality of the preceding definition) shall include the main line of the Great Indian Peninsula Railway and all branches and extensions forming an integral part of that railway

The expression "the Indian Midland Railway system" means the railways and works of whatever description forming the undertaking of the Indian Midland Railway Company, Limited, on the 30th day of June 1900, and all other railways, including subsidiary lines (with the works belonging thereto), then or since worked by the Indian Midland Railway Company, Limited, as part of their undertaking or in connection therewith, and (without in any way limiting the generality of the preceding definition) shall include the main line of the Indian Midland Railway and all branches and extensions forming an integral part thereof, and worked under the said contract of the 2nd of October 1885, and the subsidiary lines mentioned in the Schedule hereto

The expression "the undertaking" means the Great Indian Peninsula Railway system and the Indian Midland Railway system, or such parts thereof respectively as shall be handed over to the Company for the purposes of this Contract, together with any improvements, alterations, or additions of whatever description that may from time to time be made therein or thereto by or with the sanction of the Secretary of State

Duration of Contract

2 This Contract shall continue in force for the period of 25 years from the 1st day of July 1900

As to the new Capital of the Company and Interest thereon

3 —(1) The Company shall forthwith create and issue a new share or stock capital of 2,575,000*l*, and of such new capital a total nominal value of 1,750,000*l*. shall be issued by the Company as fully paid up in exchange for 67,047*l* 17*s*. 9*d* part of the annuity payable by the Secretary of State as mentioned in the said Act of 1900, and the remainder of such new capital, being of the total nominal value of 825,000*l*., shall be issued by the Company as fully paid up in exchange for stock of the Indian Midland Railway Company, Limited, of the total nominal value of 750,000*l*., such exchange being at the rate of 110*l* of the Company's new capital for every 100*l* of the stock of the said Indian Midland Railway Company, Limited.

(2) The Company shall not, during the continuance of this Contract, without the sanction of the Secretary of State, create and issue any further share or stock capital

(3) The Company shall from time to time, if and when required so to do by the Secretary of State, increase its new capital by the creation of such further number of shares or amount of stock of such value as the Secretary of State may from time to time prescribe, and shall issue such shares or stock as fully paid up in exchange (at a rate to be agreed upon between the Secretary of State and the shareholders of the Indian Midland Railway Company, Limited) for all or any of the now existing stock of the Indian Midland Railway Company, Limited, which shall not have been previously exchanged for shares in the Company's new capital

(4) The Company shall, on or forthwith after the issue of any shares or stock in their new capital, at their own cost surrender or transfer or cause to be surrendered or transferred to the Secretary of State, or as he shall direct, all such part or parts of the said annuity payable under the said Act of 1900, and all such stock of the Indian Midland Railway Company, Limited, as shall be exchanged for the shares or stock in the Company's new capital as aforesaid. For the purpose of contribution to the pensions mentioned in sections 56 and 57 of the Act of 1900, but not otherwise, such part or parts of the said annuity as shall be so surrendered or transferred shall be deemed to be unclaimed annuities within the meaning of section 65 of the said Act.

4 During the continuance of this Contract the Secretary of State shall, out of the revenues of India, pay to the Company in London half-yearly, on the 1st day of January and the 1st day of July, interest at the rate of 3 per cent per annum, calculated to the 31st day of December and the 30th day of June respectively, on the amount for the time being paid up or credited as paid up on the shares or stock in the new capital of the Company which shall for the time being have been issued in pursuance or for the purposes of this Contract with the sanction of the Secretary of State, and the first of such payments shall be made on the 1st day of January 1901.

Addition

[This clause shall be read and construed as if the following words were added at the end thereof

"and the last of such payments shall be made on the 1st day of July 1925 (this contract being construed for this purpose as being still continuing on such date)"]

Authority

Paragraph 5 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 48 of this book]

As to the Undertaking to be transferred to the Company and matters connected therewith

5 The Secretary of State shall, subject to the proviso hereinafter contained as soon hereafter as may be reasonably possible, hand over to the Company, for the purposes of this Contract, the Great Indian Peninsula Railway system and the Indian Midland Railway system, together with the rolling stock, plant, and machinery belonging thereto, and all telegraphic machinery, works, instruments, and appliances (other than and except telegraph wires) then used by the Company or the Indian Midland Railway Company, Limited, for the purpose of their respective systems. Provided always, that the Secretary of State shall be under no obligation to hand over to the Company any subsidiary line forming part of either of the said systems, which belongs to or passes through any native State, or the rolling stock, plant, or machinery belonging thereto, or the telegraphic machinery, works, instruments, or appliances appropriated thereto, unless and until all such arrangements (if any) have been made with the native State to whom such line belongs or through whose territory it passes, as in the opinion of the Secretary of State may be necessary or desirable to enable him to hand over to and authorise the Company to work such line. The Secretary of State shall endeavour and use his best interest with all such native States as aforesaid to make with them all such arrangements as in his opinion may be necessary or desirable for the purposes aforesaid.

6 So soon hereafter as may be reasonably possible, the Secretary of State shall deliver to the Company, and the Company shall accept for the purposes of the undertaking, all stores belonging to the Great Indian Peninsula Railway system and to the Indian Midland Railway system that may be in hand or in course of delivery, except such as on the representation of the Company, to be made in writing on or before the 30th day of April 1901, the Secretary of State may adjudge to be unserviceable or surplus stores, and except such (if any) as may belong to any subsidiary line belonging to or passing through a native State, which the Secretary of State shall not then hand over to the Company, and such last-mentioned stores (if any) shall be handed over to and accepted

by the Company when the subsidiary line to which they belong is handed over to the Company

7 During the continuance of this Contract the Secretary of State shall provide and allow the Company to use such telegraph wires as the Company shall, with the sanction of the Secretary of State, from time to time require for the purposes of the undertaking, and shall maintain the said wires in good repair and good working condition, and the Company shall maintain all such telegraphic machinery, works, instruments, and appliances as shall be handed over to them as aforesaid in good repair and good working condition, and shall provide and maintain in the like repair and condition all such additional telegraphic machinery, works, instruments, and appliances (other than wires) as the Company shall with the sanction of the Secretary of State from time to time require for the purposes of the undertaking. The working of the said telegraphs shall be exclusively in the hands of the Company, but the Company, if so directed by the Secretary of State, shall observe the rules for the time being in force in the case of State Railway Telegraphs, or such of the said rules as the Secretary of State may from time to time prescribe for their observance, and the Company shall furnish the Secretary of State with such free passes as he may require for persons employed by him in or about the erection, maintenance, or inspection of the said telegraph wires and telegraphic works, machinery, instruments, and appliances, or otherwise in connection therewith.

8 If the section of the Great Indian Peninsula Railway between Wadi and Ranchur shall be part of the undertaking handed over to the Company, the Secretary of State may at any time require the Company to retransfer such section to him, and the Company shall not claim any compensation in respect of such retransfer. From and after such retransfer the said section shall cease for the purposes of this Contract to be part of the undertaking or of the Great Indian Peninsula Railway system.

9 As soon hereafter as may be reasonably possible, an inventory of the undertaking, and an inventory and valuation of the rolling stock, plant, and machinery belonging thereto, as on the 1st of July 1900, shall be made and signed by or on behalf of the Secretary of State and the Company, the valuation being based on the sums outstanding on that day in the respective capital accounts of the Company and of the Indian Midland Railway Company, Limited.

As to the Maintenance and Management of the Undertaking

10 The Company shall keep the undertaking in good repair, in good working condition, and fully supplied with rolling stock, plant, and machinery to the satisfaction of the Secretary of State. If the Company shall fail for the space of one calendar month to comply with any requirement in writing of the Secretary of State in regard to the matters aforesaid or any of them, the Secretary of State may enter on the undertaking and execute all such works and provide all such rolling stock, plant, and machinery as may in his opinion be required for the purposes of the undertaking.

11 The Company shall keep the rolling stock, plant, and machinery belonging to the undertaking in good repair and in good working condition to the satisfaction of the Secretary of State.

12 The Company shall maintain a sufficient staff for the purposes of the undertaking to the satisfaction of the Secretary of State.

13 The Secretary of State may from time to time by notice in writing require the Company to carry out any alteration or improvement in the undertaking or any addition thereto that may in his opinion be necessary for the safety of passengers or for the safety of the public, or for the effectual working of the undertaking, or for the accommodation of the traffic of any railways now or hereafter having junctions with any railway forming part of the undertaking. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration, improvement, or addition. On receiving any such notice the Company shall with all reasonable speed commence and proceed to execute the works described therein, the Secretary of State supplying the necessary funds and providing at the cost of the Company any land that may

be required for the purpose. If in any case the Company shall neglect to proceed with the proposed works or fail to complete the same to the satisfaction of the Secretary of State, the Secretary of State may enter on the undertaking and execute the said works.

14 The Secretary of State shall provide and maintain, for the purposes of the undertaking, such a force of police as the Company, with the approval of the Secretary of State, shall from time to time require, with this qualification, that the case of difference between the Secretary of State and the Company as to the force required for the preservation of law and order, the determination of the question shall rest with the Secretary of State. The cost of providing and maintaining the force of police required for the purposes of the undertaking shall be taken to be, as from time to time stated by the Secretary of State, and shall be defrayed in the following manner: that is to say, three-tenths shall be borne by the Secretary of State, and the remaining seven-tenths shall be treated as part of the working expenses of the undertaking.

As to the use and working of the Undertaking, and the conveyance of Traffic

15 The Company shall cause to be run so many trains, at such times, at such rates of speed, between such places and with such conveniences and accommodations as the Secretary of State shall from time to time require.

16 —(1) The Secretary of State shall from time to time authorise maximum and minimum rates within which the company shall be entitled to charge the public for services rendered by way of or in connection with the conveyance of passengers or goods on the undertaking, and shall prescribe the several classes and descriptions of passengers and goods to which such rates shall be respectively applicable, as well as the extent to which, within the maxima and minima so authorised, the Company may vary the said rates in respect of the distance or weight or special conditions under which such conveyance takes place or services are rendered.

(2) The Secretary of State shall give the Company not less than three months' previous notice in writing of his intention to make any change in the rates or classification so authorised and prescribed, and unless the Company shall assent to such change, it shall not be operative until the expiry of the said notice. Provided that when the Secretary of State shall declare that a change is necessary to meet a public emergency it shall suffice for him to give such shorter notice as he shall consider reasonable.

(3) In making charges to the public for services under this section, the Company shall not, without the special sanction of the Secretary of State, calculate the same otherwise than in accordance with the rates authorised in the manner herein prescribed, or make any reduction by rebate or otherwise that will have the effect of bringing any rate actually paid below the minimum authorised in the manner herein stated. The term "goods" shall, as regards this section, include everything conveyed on the undertaking, passengers only excepted.

17 The Secretary of State may from time to time require the Company to carry out any alteration or improvement in the working of the undertaking that may in his opinion be necessary for the safety of passengers, or for the safety of the public, or for the effectual working of the undertaking.

18 All services which the Secretary of State may require the Company to perform for the Post Office, the Military Department, the Police Department, or any other Department of the State, or for high Government officials (including in such services the conveyance of mails as defined by the Post Office Act or Acts for the time being in force in India, the conveyance of Post Office servants when on duty, the conveyance of troops and sailors, military and naval establishments, horses, and other animals used for military purposes, guns, military stores and equipments, the conveyance of police, prisoners, and paupers, the conveyance of telegraph stores, instruments, officers and workmen, and of any public stores whatever), shall be performed by the Company on the same general

conditions as may for the time being be in force on State Railways, and at such rates as may be approved by the Secretary of State, not being less than the rates in force for the time being for similar services on State Railways of the same gauge

19 If and whenever during the continuance of the Contract dated the 18th March 1890, and made between the Secretary of State and the Indian Midland Railway Company, Limited, His Highness the Maharajah of Gwalior for the time being desires to travel over or upon that part of the Indian Midland Railway system known as the Sindia State Railway, or any part thereof, after the same shall have been handed over to the Company, the Company shall provide free of cost for the Maharajah and his suite all or such as shall be required of the following accommodation (that is to say), one first-class carriage, one second-class carriage, one third-class carriage and one luggage van, with all necessary and proper attendants

20 The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government of India and the persons in charge thereof at special rates, to be from time to time approved by the Secretary of State

21. The Company shall from time to time, upon the requisition of the Secretary of State, give precedence to the demands of the Government, whether for freight or passenger accommodation, over all ordinary traffic

22 All stores intended to be used for the purposes of the undertaking shall be conveyed by the company at rates to be approved by the Secretary of State, not being less than the actual cost of conveyance.

Capital

22 (a).—All capital moneys required for the purposes of the undertaking shall, at the option of the Secretary of State, either be provided by him, in which case they shall bear interest at the rate of $3\frac{1}{2}$ per cent per annum, or at such other rate as shall from time to time be agreed upon, or be raised by the Company by the issue of debentures or debenture stock, in such manner and on such terms as to interest or otherwise as the Secretary of State shall determine

Addition

Provisional No 22 (b)—The money to be raised by the Company by the stock so authorised as aforesaid and by any other debenture stock to be hereafter issued with the sanction of the Secretary of State, shall, when raised, be forthwith paid and transferred to the credit of the Secretary of State at the Bank of England for the purposes of the undertaking, but no such debenture stock shall be issued except subject to such terms and conditions and in such form as may from time to time be approved by the Secretary of State. Every certificate for such stock and every prospectus relating to any such stock shall be in such form as shall have been previously approved by the Secretary of State

Provisional No 22 (c)—The Secretary of State will, as often as and when the half-yearly or other interest payable in respect of the said debenture stock so sanctioned and issued or to be hereafter sanctioned and issued as aforesaid, or in respect of any portion of such stock, shall become due, pay in London in sterling out of the revenues of India to the Company the aggregate amount of such interest as a fund to meet and provide for the payment of such interest to the persons entitled thereto, and will, on the respective days on which the principal moneys represented by such stock shall according to the respective terms of the issue thereof and in consequence of any notice of redemption given by the Company with his consent be payable, and so as duly to provide for the payment of such principal moneys to the persons entitled thereto when respectively due, pay in London in sterling to the Company the amount of the principal sums payable on such respective days, and the moneys so to be paid to the Company under this clause shall be paid to and received by it for the respective holders for the time being of the said stock, and placed by the Company in the Bank of England or some other Bank to be agreed upon, to an account to be called "The Great Indian Peninsula Railway Company's Debenture Stock Account," and shall be applied to the respective payments of such interest and principal accordingly, and to no other purpose. The moneys payable under this clause to the Company as aforesaid shall be paid without regard to any

set-off, lien, charge, claim or equity which the Secretary of State may have against the Company. Provided always, that in every case in which the holder of any stock shall not, within a period of twelve calendar months after the principal moneys payable in respect of such stock shall have become payable, have applied for the payment of such moneys, then such moneys shall be carried to the account of the Secretary of State, and in every case in which any interest payable in respect of any of the said stock shall be unclaimed for a period of two years after the same shall have become due, such interest shall also be carried to the account of the Secretary of State. And the Secretary of State hereby undertakes to indemnify and hold harmless the Company against all claims in respect of principal or interest which shall have been so carried to the account of the Secretary of State as being unclaimed within such respective periods as aforesaid, and generally against all liability incurred or to be incurred by the Company by reason of their acting on the foregoing proviso.

Provisional No 22 (d)—Any moneys paid by the Secretary of State to the Company under clause 2 of these presents for the purposes of the redemption of the said debenture stock shall be deemed to be money provided by the Secretary of State under clause 22a of the principal Contract for the purposes of the undertaking.

Provisional No 22 (e)—Any interest paid by the Secretary of State to the Company under clause 2 shall be a charge on and shall be payable to the Secretary of State out of the receipts of the undertaking under sub-section 2 of clause 39 of the principal Contract as varied by the provisions of the said indenture of the 24th day of April 1903.

Provisional No 22 (f)—If the Company's possession of the the railway and undertaking shall cease before the said debenture stock has been redeemed the Secretary of State shall be deemed to stand in the place of the Company so far as regards the subsequent liability on the said debenture stock, both as regards principal and interest, and the right to give notice of redemption of and to redeem such stock, and thereupon the Company shall be discharged from any liability to the holders of any such debenture stock issued under these presents.

Authority

[Clauses 1 to 5 of contract dated 4th August 1903 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on pages 41 and 42 of this book.]

As to Receipts, Payments and Expenditure

23 All moneys which shall be received by or on account of the Company in India in respect of the undertaking, or from the use and working of the telegraph wires and telegraphic machinery, works, instruments, or appliances provided for, or by, or handed over to the Company under this Contract, shall at such times and in such manner as the Secretary of State may from time to time direct be paid without deduction into the Treasury of the Government of Bombay, or into such other Treasury or Treasuries as the Secretary of State may direct, to a separate account, and all moneys which shall be so received elsewhere than in India shall be paid into the Bank of England to the account of the Secretary of State.

24 All moneys required by the Company for the purposes of the undertaking shall be supplied to the Company by the Secretary of State according to such arrangements as shall from time to time be made between the Secretary of State and the Company.

25 All moneys expended by the Company on account of the undertaking and all other expenses of the Company in connection therewith, shall from time to time be stated and submitted to the Secretary of State for his sanction, and as between the Company and the Secretary of State shall be allowed only so far as the same shall from time to time have been sanctioned by the Secretary of State.

As to Accounts.

26.—(1) The Company shall keep all such accounts relating to the undertaking and to the two systems of which it is composed, and to the subsidiary lines included therein, and all such accounts as between the Company and the Secretary of State as the Secretary of State shall from time to time require. Such accounts shall be kept in such form, and under such heads or divisions and with such details as the Secretary of State shall from time to time prescribe.

The said accounts, so far as the same are kept in India, shall be kept in rupees of the Government of India, and, so far as they are kept in England, shall be kept in sterling money. Such of the said accounts as are kept in England shall from time to time be transmitted by the Secretary of State to the Government of Bombay, and there incorporated in the accounts of the Company in India each account for the purpose of such incorporation being converted into rupees at the prescribed rate of exchange

Alteration

[As from 1st January 1903 *for* the words "prescribed rate of exchange" in the last line of this sub-paragraph *read* "uniform rate of exchange of 15 rupees to the pound sterling"

Authority

Paragraph 2 of contract dated 24th April 1903 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 37 of this book

Note—The above alteration to remain in force only until such time as the supplemental contract dated 24th April 1903 is determined as provided for in paragraph 3 of the same]

(2) The prescribed rate of exchange shall be as follows, that is to say, the average rate of exchange obtained by the Secretary of State for bills payable on demand drawn on India during the half year ending either on the 30th day of June or the 31st day of December next preceding the half year in respect of which the conversion is required to be made in the accounts, and so that if the conversion is to be made in the accounts of the first six calendar months of the then current calendar year, the half year shall end on the 31st day of December, and if it is to be made in the accounts of the last six calendar months of the then current calendar year, the half year shall end on the 30th day of June. Provided that if and as often as the Secretary of State shall not have drawn bills on India payable on demand for so much as three calendar months out of any particular half year ending on a 30th day of June or 31st day of December, then any conversion of sterling money into rupees which would or might under this section, but for this provision, be made at the average rate obtained by the Secretary of State for bills payable on demand drawn on India during that half year shall be made at the average rate obtained during that half year for the best commercial bills payable on demand drawn in London on India, such average rate to be decided by the Comptroller-General at Calcutta

Alteration

[As from 1st January 1903 the uniform rate of exchange of 15 rupees to the pound sterling is the prescribed rate of exchange instead of either of the average rates of exchange mentioned in clause 26 (2) above

Authority

Paragraph 2 of contract dated 24th April 1903 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 37 of this book

Note—The above alteration to remain in force only until such time as the supplemental contract dated 24th April 1903 is determined as provided for in paragraph 3 of the same

Alteration

As from 1st day of April 1913 for the word "June" in lines 4, 10 and 12 of this sub paragraph *substitute* the word "September", *for* the word "December" in lines 4, 8 and 13 *substitute* the word "March" and for the words "Calendar year" in lines 7 and 9 *substitute* the words "year commencing on the 1st day of April"

Authority

Paragraph 2 of contract dated 3rd July 1914 between the Secretary of State and the G I. P. Railway Company supplemental to this contract printed on page 47 of this book]

27 Unless and until otherwise directed, the Company shall keep the following accounts as on and from the 1st day of July 1900 —

A general working expenses account

A separate revenue account for each of the two systems of which the undertaking is composed.

A separate capital advance account for each of the said systems

A separate capital account for each of the said systems.

And (as a temporary arrangement until the stores of both systems shall have been verified and accepted) a separate stores account for each of the said systems.

Such accounts with relation to any subsidiary lines of either system as may be required by the contracts or agreements for the time being relating thereto.

Addition.

[*Provisional No 27(a)* —In any cases in which the accounts relating to any subsidiary line of either system of the undertaking are prepared with reference to any year other than the financial year of the Government of India such accounts shall as from the 1st day of April 1913 be prepared with reference to the financial year of the Government of India. Provided always that if such alteration requires the consent of any party or parties other than the parties hereto this clause shall not have effect until such consent is obtained]

Authority

Paragraph 4 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 48 of this book]

28 —(1) The general working expenses account shall contain an account of the working expenses of the whole undertaking incurred on and after the 1st of July 1900

(2) The said account shall be made up half-yearly to the 31st of December and the 30th of June in each year, or to such other days as the Secretary of State shall from time to time prescribe, and shall be regularly submitted by the Company to the Secretary of State, who may audit the same either concurrently with or after expenditure, or in both ways, as he may think fit, and may in case of any error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every such account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State, but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next or in any subsequent general working expenses account or accounts as the Secretary of State may determine.

Alteration

[Except in the case of dates in a year previous to the year 1913 the dates "31st of March" and "30th of September" should be substituted for the dates "30th of June" and "31st of December" occurring in lines 1 and 2 of this sub-para]

Authority

Paragraph 1 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 47 of this book]

(3) As soon as the general working expenses account for any half year shall have been settled the working expenses in such account shall be divided between and attributed to the two systems of which the undertaking is composed in proportion to the amounts of the gross receipts of the said systems respectively for such half year, the branch lines in Berar being for the purposes

of this sub clause treated as parts of the Great Indian Peninsula Railway system Provided that the working expenses of the Indian Midland Railway system for the half year ending on the 31st day of December 1900 shall be ascertained as heretofore

(4) The share of such working expenses so attributed in respect of any half year to each of the said systems shall for the purposes of this Contract and all subsidiary contracts relating to any part of the undertaking be deemed to be and dealt with as the actual working expenses of such system during such half year

29 The revenue account of each of the systems of which the said undertaking is composed shall commence as on the 1st of July 1900, and shall contain an account of all receipts on account of revenue (in this Contract called gross receipts) of the system to which such account relates, including therein all moneys received by the Company from the use and working of the telegraph wires, telegraphic machinery, works, instruments, and appliances provided for, or by, or handed over to the Company and used for the purposes of the said system and the share of working expenses attributable to the said system under the provisions herein-before contained, and all other payments (if any) in respect of the said system on account of revenue, and in such account the gross receipts of each subsidiary line of the said system shall be kept separate and distinct from the gross receipts of the remainder of the said system, and there shall be attributed in the said account to each subsidiary line a share of the working expenses attributed to the said system bearing the same proportion to the whole of the working expenses attributed to the said system as the gross receipts of such subsidiary line bear to the whole gross receipts of the said system, and the share of working expenses so attributed to each subsidiary line shall for the purposes of this Contract and for the purposes of all other contracts, if any, relating to such subsidiary line, be deemed to be and dealt with as the actual working expenses of such subsidiary line Provided always, that the provision aforesaid for ascertaining the working expenses of the subsidiary lines shall not prejudice or enlarge the rights of any third party in any subsidiary line which is worked under any contract or agreement which contains any provisions inconsistent with such provision, and cannot be altered by agreement between the Secretary of State and the Company without the consent of such third party, until such consent has been obtained Each revenue account shall be made up half-yearly to the 31st December and the 30th of June in each year or to such other days as the Secretary of State shall from time to time prescribe, and the provisions herein-before contained relating to the submission audit, settlement, and correction of the general working expenses account shall apply to every revenue account

Alteration

[Except in the case of dates in a year previous to the year 1913, the dates "31st March" and "30th September" should be substituted for the dates "30th of June" and "31st December" occurring in the last sentence of this para

Authority.

Paragraph 1 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract printed on page 47 of this book]

29a For the purposes of the four last preceding clauses, but subject to the provision of clause 28 (3) with respect to the branch lines in Berar, each system shall be taken to be only so much thereof as shall for the time being be part of the undertaking

30 The capital account and the capital advance account relating to the Indian Midland Railway system shall, until the Secretary of State shall otherwise direct, be kept in accordance with the provisions relating thereto in the said contract of the 2nd of October 1885, or any modification thereof for the time being in force, and such account shall be made up and stated afresh as often as occasion shall require

31 All moneys advanced by the Secretary of State for the purpose of carrying out works chargeable to capital, or for the purchase of stores, which ought not to be included in the capital advance account relating to the Indian Midland Railway system, shall be entered in the capital advance account relating to the Great Indian Peninsula Railway system

32 All moneys which shall be actually expended by the Company, or by the Secretary of State, upon works, rolling stock, plant, or machinery, the cost of which is chargeable to capital, and the value of all land provided by the Secretary of State after the 30th of June 1900, for the purposes of the undertaking shall, unless under the provisions of this Contract, or any other contract for the time being in force, they should be included in the capital account of the Indian Midland Railway system or some other capital account, be entered in the capital account relating to the Great Indian Peninsula Railway system, which shall be made up and stated afresh as often as occasion shall require

33 The Company shall so soon hereafter as may be reasonably possible make up and deliver to the Secretary of State separate accounts of all stores in the hands of the Company or of the Indian Midland Railway Company, Limited, respectively, or in course of delivery to such companies respectively on the 1st of July 1900, except such portions (if any) of such stores as come within the exceptions contained in the sixth section of this Contract or either of them, and of the value of all stores included in such accounts. For the purposes of such accounts the stores shall be valued as on the 1st of July 1900, and in such valuation regard shall be had to the prescribed rate of exchange, the half year to be taken into account for the purpose of ascertaining such rate being the half year ending on the 30th of June 1900. As soon as possible after the 31st of December and the 30th of June in each year, or such other half-yearly days as the Secretary of State may from time to time prescribe for the making up of the revenue accounts, the Company shall make up and deliver to the Secretary of State separate accounts in respect of the two systems respectively of all stores in hand on the half-yearly day immediately preceding the making up of the accounts, and of all stores used for the purposes of the undertaking since the 30th of June 1900, or since the date to which such stores accounts were last made up, as the case may be, showing the purposes for which such stores have been used. As often as any of the stores in hand shall be used for the purposes of the undertaking, the value of the stores so used as entered in the books of the Company shall be charged to the general working expenses account or to the capital account relating to the system for which such stores were used, as the case may require, in accordance with the provisions in that behalf herein contained

Alteration

[Except in the case of dates in a year previous to the year 1913 the dates "31st March" and "30th September" should be substituted for the dates "30th of June" and "31st of December" occurring in the penultimate sentence on this para

Authority

Paragraph 1 of contract, dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract and to four several contracts made between the same parties, dated the 24th April 1903, the 4th August 1903, the 5th February 1909 and the 19th March 1903, respectively printed on page 47 of this book]

34. The stores in hand shall from time to time be re-valued at such time or times as the Secretary of State shall direct, and in such manner as shall from time to time be agreed upon by the Secretary of State and the Company, and the value of the stores in hand as entered in the books of the Company shall be corrected in accordance with such re-valuation. Any deterioration or loss that may be ascertained or discovered upon any re-valuation shall be charged to the general working expenses account.

35. The question whether any expenditure incurred for the purposes of the undertaking is to be treated in the whole or in part as a charge incurred on capital account, or how the same is to be dealt with, shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of and additions to old works, rolling stock, plant, and machinery, including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital, and that the cost of repairs, restorations, renewals, replacements, or substitutions, is to be borne by revenue and charged to the general working expenses account. Provided nevertheless that any item of expenditure properly chargeable to capital in accordance with this principle, but not exceeding 2,000 rupees, may at the discretion of the Secretary of State be charged to revenue, but so that the aggregate expenditure charged to revenue on account of such items shall not exceed 20,000 rupees in any half year, and provided also that except with the sanction of the Secretary of State no portion of the salaries or allowances of any of the Company's permanent supervising staff shall be chargeable to capital, although for the time being employed partly or wholly in directing or superintending work so chargeable, and that no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital, unless such person shall have been specially engaged to carry out work chargeable to capital, and actually employed upon such work.

36. If any difference shall arise between the Secretary of State and the Company as to the incidence of expenditure between capital and revenue in any particular case, the matter in difference shall be referred to the decision of the joint auditor, if the Secretary of State and the Company shall have appointed such an officer, but in case a joint auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's auditor, or some other person to be named by the Company, and a Government examiner of railway accounts, or some other person to be named by the Secretary of State, or in case of their being unable to agree, to a referee to be named by them. The costs of any such reference shall unless the Secretary of State shall otherwise direct, be treated as part of the working expenses of the undertaking.

*As to the Working Expenses, and the Application of the
Receipts of the Undertaking*

37. The working expenses attributable, under the provisions hereinbefore contained, to each of the systems of which the undertaking is composed shall be paid out of the gross receipts of that system, and shall so far as possible be borne by the gross receipts of the half year to which such working expenses are properly attributable.

38. Working expenses shall include all costs and expenses incurred by the Company, with the sanction of the Secretary of State, in or about the maintenance, management, and working of the undertaking, and all other sums, if any, proper to be allowed out of revenue in connection with the maintenance, management, or working of the undertaking, or in connection with the conduct of the affairs of the Company, and which shall be sanctioned by the Secretary of State.

In the working expenses of the undertaking there shall be reckoned —

- (1) Such sum or sums of money as shall from time to time be agreed upon between the Secretary of State and the Company, as proper to be allowed in respect of the rent of the Company's office in London, office expenses, directors' fees, and salaries of clerks and servants.
- (2) So much of the cost of providing and maintaining a police force for the purposes of the undertaking as is not hereby agreed to be borne by the Secretary of State.
- (3) All expenditure incurred by the Company with the sanction of the Secretary of State, or by the Secretary of State in keeping the under-

taking in good repair and in good working condition, and fully supplied with rolling stock, plant, and machinery, except such part, if any, of such expenditure as may be charged to capital

- (4) All expenditure incurred by the Company with the sanction of the Secretary of State in keeping the rolling stock, plant, and machinery belonging to the undertaking in good repair and in good working condition
- (5) All expenditure incurred by the Company with the sanction of the Secretary of State, or by the Secretary of State, in the execution of any works chargeable to revenue
- (6) In respect of every half year after that ending on the 30th June 1900, a sum in rupees equal to the product of 10 multiplied by the mean mileage of railways worked by the Company under this Contract during such half year, to cover the costs and charges of and incidental to the supervision and control of the Company by the Secretary of State.
- (7) The charges of the Government Telegraph Department for rent and maintenance of the telegraph wires provided for the use of the Company, and the inspection of such telegraph wires, and of the telegraphic machinery, works, instruments, and appliances used by the Company for the purpose of the undertaking.
- (8) All expenditure incurred by the Company, with the sanction of the Secretary of State, in providing and maintaining the telegraphic machinery, works, instruments, and appliances used by the Company for the purposes of the undertaking in good repair and good working condition.
- (9) All moneys from time to time contributed by the Company, with the sanction of the Secretary of State, for the purposes of such Provident Fund as hereinafter mentioned, which the Secretary of State shall from time to time allow to be included amongst working expenses
- (10) All other payments and expenses (if any) which form part of the working expenses of the Indian Midland Railway system under the provisions of the said Contract of the 2nd of October 1865
- (11) All such reasonable legal expenses incurred by the Secretary of State or the Company as the Secretary of State shall require or allow to be charged to account of revenue
- (12) All such other expenses as the Secretary of State and the Company agree to treat as part of the working expenses of the undertaking

39 The receipts of the undertaking in each half year, after deducting working expenses and all other charges to revenue account properly attributable to that half year, shall be applied in the following manner and in the following order —

- (1) In payment to the Secretary of State of the sum of Rs 1,00,00,000
- (2) In repayment to the Secretary of State in rupee currency (calculated at the prescribed rate of exchange which, under the 26th section, would apply at the date of such repayment to the conversion of sterling money into rupees) of all interest payable in respect of such half year on all moneys raised after the 30th of June 1900 for the purposes of the undertaking by the Company or with their consent by the Indian Midland Railway Company, Limited, with the sanction of the Secretary of State, otherwise than by the issue of shares or capital stock, or provided for such purposes by the Secretary of State after that date

Alteration

[As from 1st January 1903 for the words "prescribed rate of exchange" in the second line of this sub-paragraph read "uniform rate of exchange" of 15 rupees to the pound sterling]

Authority

Paragraph 2 of contract dated 24th April 1903 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 37 of this book

Note—The above alteration to remain in force only until such time as the supplemental contract dated 21th April 1903 is determined as provided for in paragraph 3 of the same

Addition

Provisional No 39 (2) (a).—Any interest paid by the Secretary of State to the Company under clause 2 of the supplemental contract quoted below (see *provisional No 22 (c)* on page 8 shall be a charge on and shall be payable to the Secretary of State out of the receipts of the undertaking under this sub-section as altered above

Authority

Paragraph 4 of contract dated 4th August 1908 between the Secretary of State and the G, I P Railway Company, printed on page 42 of this book]

- (3) If the receipts attributable to either half year in any year commencing on a 1st day of July and ending on a 30th day of June, and applicable in the manner mentioned in the preceding sub-sections of this section, shall exceed the amount of payments chargeable thereon under the same sub-sections, the surplus arising from such excess of receipts over payments shall be applied, if and so far as such surplus shall extend in making good the deficiency (if any) of the receipts attributable to the other half of such year and applicable in the manner mentioned in the preceding sub sections of this section as compared to the payments chargeable on such receipts under the same sub-sections

Alteration

[Except in the case of dates in a year previous to the year 1913 for the words "1st day of July" and "30th day of June" in line 2 of this sub-paragraph read "1st day of April" and "31st day of March" respectively

Authority

Paragraph 1 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 47 of this book]

- (4) If the aggregate of the receipts attributable to the two half years in any year commencing on a 1st day of July and ending on a 30th day of June, and applicable in the manner mentioned in sub sections (1) and (2) of this section, shall exceed the aggregate amount of the payments chargeable thereon under the same sub-sections, the surplus arising from such excess of receipts over payments shall, subject to the proviso hereinafter contained, belong as to nineteen equal twentieth parts thereof to the Secretary of State, and as to one equal twentieth part thereof to the Company. Provided that if the Company shall with the sanction of the Secretary of State increase its new capital and issue further shares or stock as fully paid up in exchange for stock of the Indian Midland Railway Company, Limited, and shall transfer or cause to be transferred such last-mentioned stock into the name of the Secretary of State in the books of the Indian Midland Railway Company, Limited, the Company's share in such surplus as aforesaid shall thenceforth be increased by an additional fractional share bearing the same proportion to the original fractional share of $\frac{1}{20}$ as the additional capital of the Company so exchanged as aforesaid shall bear to the now authorised capital of 2,575,000*l*, but so that the total fractional share of the Company in such surplus shall in no event exceed a one-tenth share

Alteration.

[Except in the case of dates in a year previous to the year 1913, for the words "1st day of July" and "30th day of June" in lines 2 and 3 of this sub paragraph read "1st day of April" and "31st day of March" respectively

Authority.

Paragraph 1 of contract dated 3rd July 1914 between the Secretary of State, and the G I P Railway Company supplemental to this contract, printed on page 47 of this book]

- (5) Any moneys which the Company shall be entitled to receive from the Secretary of State under the last preceding sub-section shall be receivable by the Company in India and not elsewhere

Addition

[*Provisional No 39A* The receipts of the under taking in the period 1st April 1925 to 30th June 1925 shall be applied in accordance with clause 39 of the principal contract, subject to the provisos —

- (1) that the sum payable to the Secretary of State under sub-clause (1) in respect of the said period shall be Rs 50,00,000,
- (2) that sub-clause (2) shall be read as though it related to the said period instead of to a half year, and
- (3) that for the purposes of sub clause (4) the said period shall be treated as though it were a year

Authority

Paragraph 6 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to this contract, printed on page 48 of this book]

As to Running Powers and other Facilities and Accommodation for other Railway Companies and State Railways, and the Secretary of State

40 The Secretary of State may from time to time require the Company to execute work in their workshops, in respect of rolling stock and machinery belonging to State Railways, at such reasonable prices and upon such terms as shall be agreed upon between the Secretary of State and the Company, but so nevertheless as not to impede or unduly interfere with the ordinary operations of the Company as carried on therein

41 The Secretary of State may from time to time, when he shall be of opinion that it is desirable so to do for the public convenience, require the Company to enter into, and on the request of the Company will assist them in entering into agreements, upon reasonable terms as to payments and under reasonable conditions and restrictions, with the administrations of any other railway or railways having junction with the undertaking for the following purposes, or any of them —

- (a) For allowing the use of the railways or any parts of the railways respectively worked by them, such railways being of the same gauge, for the passage of one another's engines and trains
- (b) For the supply to one another of any rolling stock which shall not be required for their own purposes respectively.
- (c) For the interchange of traffic and rolling stock, and the settlement and apportionment of through rates and charges for interchanged traffic.
- (d) For additions or alterations to or for the redistribution of existing accommodation in junctions or other stations and their appliances, in view to their convenient use for the accommodation of one another's traffic, rolling stock, or working staff

42. If the Chairman of the Board of Directors of the Company shall certify to the Secretary of State by writing under his hand that he considers any requirement by the Secretary of State purporting to be made under this part of the Contract not to be reasonable upon any ground to be stated by him in writing, and if there shall then be a difference of opinion between the Secretary of State and the Company as to the reasonableness of the requirement in question or as to the propriety of any modification or alteration therein, the matter in difference shall be referred for decision to an officer of the Government to be

named by the Secretary of State and to an officer of the Company to be named by them, or if such officers are unable to agree, then to some person to be appointed by them

All costs of the reference shall be treated as part of the working expenses of the undertaking.

As to the Construction and Working of Auxiliary or Branch Railways

43 The Secretary of State may require the Company to construct any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking and to work any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking, whether constructed by the Company or not, either as agents of the Secretary of State or as part of the undertaking, as the Secretary of State may determine, upon such terms and conditions as may in each case be agreed upon between the Secretary of State and the Company

The Company to comply with the requirements of the Secretary of State

44. The Company shall with all reasonable speed comply with all such requirements as the Secretary of State shall from time to time make in accordance with this Contract

As to the Supervision and Control of the Secretary of State and the appointment of a Government Director.

45 In all matters relating to the undertaking, and not herein specially provided for, the Company shall be subject to the supervision and control of the Secretary of State.

46 For the purpose of inspecting the undertaking and auditing the accounts of the Company, or otherwise exercising such supervision and control as are intended to be reserved to the Secretary of State by this Contract, the Secretary of State may from time to time appoint such person or persons as he may think proper, with such powers as he may consider necessary or expedient, and the Company shall afford every person so appointed all reasonable facilities for the purpose of enabling him to perform the duties entrusted to him by the Secretary of State

47 The Company shall record and keep in proper books full and particular accounts of all their transactions and proceedings, including full and true minutes of all their meetings, meetings of directors, communications with India, and correspondence, so as at all times to exhibit fully and truly the state of their affairs, and the Secretary of State, or any person or persons appointed by him in that behalf, shall at all reasonable times have free access to all the books, accounts, papers, and documents of the Company relating to the undertaking (except communications between the Company and their legal advisers), with power to call for or make copies of or extracts from the same.

48. The Secretary of State may from time to time appoint any one person to be a director of the Company. The Government director shall be ex-officio a member of all committees appointed by the Board of Directors of the Company or by the Company in relation to the undertaking, or any matter connected therewith, and he may, moreover, exercise at his discretion an absolute right of veto in all proceedings whatever at the Board of Directors. The Government director shall not be removable, except by the Secretary of State. The Secretary of State may from time to time, as often as occasion shall require, appoint a person to represent the Government director at any meeting of the board, or at any committee meeting at which the Government director may not be present.

and the person so appointed shall have all such rights and may exercise all such powers as the Government director, if present, would have had or might have exercised

Miscellaneous Provisions.

49 The Company shall not during the continuance of this Contract, without the sanction in writing of the Secretary of State, borrow or raise any moneys, but this stipulation shall not necessitate the sanction of the Secretary of State to the borrowing of money by the Company at a reasonable rate of interest for *bonâ fide* temporary purposes.

50 The Company shall not, during the continuance of this Contract, without the sanction of the Secretary of State in writing first obtained, engage in or carry on any business other than the business which is the subject of this Contract

51. The Company shall not, during the continuance of this Contract, without the sanction of the Secretary of State in writing first obtained, acquire any property in India. If the Company shall in contravention of this clause acquire any property, such property shall not be disposed of by the Company without the sanction in writing of the Secretary of State, and the Secretary of State may at any time during the continuance of this Contract, or within one calendar month after the determination thereof, purchase such property from the Company at the price actually paid by the Company for the same, and if the purchase money for such property shall be paid to the Company during the continuance of this Contract the expenditure shall be carried to the capital account of the system in connection with which such property was purchased

52. If in the opinion of the Secretary of State any land in the possession of the Company is not required for the purposes of the undertaking, the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate, or so soon thereafter as may be, the Company shall state in writing whether they acquiesce in the opinion of the Secretary of State, or whether they object thereto, and if so the grounds of their objection. If no objection is stated by the Company, or if the grounds of their objection, if any, are not in the opinion of the Secretary of State sufficient, the land in question shall upon the requisition of the Secretary of State be restored to him, and thereupon the value of such land, if entered in any capital account, shall be written off such account.

53 The Company shall from time to time make such returns and furnish such statistics, in such form, and under such heads and divisions, and with such details, as the Secretary of State may from time to time require. The costs of preparing such returns and statistics and incidental thereto shall be treated as part of the working expenses of the undertaking

54 The Secretary of State shall promote the passing by the Legislature in India of any Act or Acts which may be required to enable the Company to carry into effect this Contract

55 No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking or any part thereof, or the profits thereof, of any Act of the Indian Legislature for the time being in force, and the undertaking and its equipment shall be subject to the provisions of every such Act

56 The Company shall maintain and manage a new Provident Fund for the benefit of the servants of the Company in accordance with the rules for the time being authorised by the Government of India. The balances standing to the credit of any members of the former Provident Fund of the Company on the 30th of June 1900 who shall be retained by the Company in their present employment shall be credited to their respective accounts in the new Provident Fund.

57 The Company may, if they think it expedient, and shall, if required by the Secretary of State, maintain and manage a savings bank for the benefit of the servants of the Company upon such terms and under such rules and regulations as shall from time to time be approved by the Secretary of State

58 Any notice, direction, requisition, appointment, certificate of opinion, approval, or sanction to be given or signified on the part of the Secretary of State for any of the purposes of this Contract shall be sufficient and binding if in writing signed by the Secretary of State or one of his under secretaries, or his assistant under secretary, or by a Secretary of Government at Bombay, or by any other officer or servant duly authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate, and the Secretary of State shall not in any case be bound in any respect of the matters aforesaid, unless by some writing signed in the manner before mentioned

59 The Company shall at all times during the continuance of this Contract keep an office established at Bombay, and shall keep at the said office an authorised agent or committee of agency, with whom the Secretary of State and the Government in India, or other officer or officers deputed in that behalf, may communicate on affairs concerning the undertaking, and all drafts drawn and receipts given by the said agent or committee of agency, or under his or their authority on behalf of the Company concerning the undertaking and the affairs thereof shall be binding on the Company, and every notice to be given to the Company shall be sufficiently given if left at the said office, or personally served on the said agent, or any member of the said committee of agency

As to the determination of the Contract

60 On the 30th day of June 1925 the Company shall give the Secretary of State possession of the undertaking, together with the rolling stock, plant, and machinery belonging thereto, and all stores in hand or in course of delivery on that day, and all plans, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with the undertaking, and all telegraphic machinery, works, instruments, and appliances, and other property, if any, belonging or appertaining thereto, and the Secretary of State shall thereupon pay to the Company the amounts paid up or credited as paid up on all shares or stock then in existence in the Company's new capital which the Company shall have issued in pursuance or for the purposes of this Contract with the sanction of the Secretary of State, and shall be bound to indemnify the Company, their property and effects, against all such debts and liabilities, if any, as they may have incurred with the sanction of the Secretary of State and which shall be then subsisting, and thereupon this Contract shall determine without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken

Arbitration

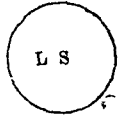
61 If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract, or if in any case not herein specially provided for any dispute, question or controversy shall at any time arise between the Secretary of State and the Company touching these presents, or any clause or thing herein contained, or the construction hereof, or any matter connected with these presents, or the operation hereof, or the rights, duties, or liabilities of either party in relation to the premises, then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred to two arbitrators (one to be appointed by each party), pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the Indian Arbitration Act, 1899, or other the law in force in British India for the time being relating to arbitration.

In witness whereof FRANCIS CHARLES LE MARCHANT, Esquire, and Sir JAMES LYLE MACKAY, K.C.I.E., being two members of the Council of India, have hereunto set their hands and seals, and the Great Indian Peninsula Railway

Company have hereunto caused their common seal to be affixed, the day and year first above written

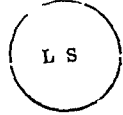
Signed, sealed, and delivered by
the said two members of the
Council of India in the pres-
ence of

(Sd) F C. LE MARCHANT



W H. TREASURE,
India Office

(Sd) JAS. L MACKAY.



The common seal of the Great
Indian Peninsula Railway
Company was hereunto affixed
in the presence of

ANDREW R. SCOBLE,

CHARLES PEILE,
Directors.

J I BERRY,
Secretary



SCHEDULE

1 His Highness the Maharajah's Bina-Guna Railway, worked under a Contract* dated the 15th July 1896, and made between the Government of His Highness the Maharajah Scindia of Gwalior of the first part, and the Indian Midland Railway Company, Limited, of the other part

2 His Highness the Maharajah's Railway from near Parbatī Station to Ujjain, worked under a Contract dated the 4th August 1896, between the Government of His Highness the Maharajah Scindia of Gwalior of the first part, and the Indian Midland Railway Company, Limited, of the other part

3 Her Highness the Begum's Railway from Bhopal Station to the Bhopal-Ujjain Railway east of Parbatī Station, worked under a Contract dated the 4th August 1896, and made between the Government of Her Highness the Begum of Bhopal of the first part, and the Indian Midland Railway Company, Limited, of the other part

4 The Guna-Baran Railway, worked under Contracts dated the 12th May 1899, the 20th February 1899, and the 27th February 1899, and made between the Government of His Highness the Maharajah Scindia of Gwalior, the Government of His Highness the Maharao of Kotah, and the Government of His Highness the Nawab of Tonk, respectively, and the Indian Midland Railway Company, Limited.

5 The Gwalior-Sipri and Gwalior-Blund Light Railways, worked by the Indian Midland Railway Company under an arrangement between the Government of His Highness the Maharajah Scindia of Gwalior and the Indian Midland Railway Company, Limited

6 The line of railway known as the Bhopal State Railway, and the line of railway connecting it with the other railways of the Great Indian Peninsula Railway, system

G I P RAILWAY

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Method of communicating—to Company by Secretary of State	58
<i>Savings Bank—</i>	
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<i>Secretary of State—</i>	
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—to comply with requirements of—with all reasonable speed	44
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Sanction of—in writing necessary for Company borrowing money	49
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<i>Sindia State Railway—</i>	
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Half yearly account of—in hand to be submitted to Secretary of State	33
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—of subsidiary lines	6
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Division of—between the Company and the Secretary of State	39 (4)
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T

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U

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W

Wadi-Raichur section—

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Working agreements—(See *Agreements*)*Working expenses—*

Apportionment of—		29
Cost of preparing returns and statistics for the Secretary of State to be charged to—	.	53
Cost of reference in connection with agreements for running powers, &c, to be charged to—	.	42
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Execution of—by Secretary of State	..	10 & 13
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Notice to be given of—	do	10 & 13

Workshops—

Execution of works in Company's—for State railways	40
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THE INDIAN MIDLAND RAILWAY

List of Contracts appertaining to this Railway

“The contract between the Secretary of State and the Indian Railway Company, dated the 22nd October 1885, was determined by the Secretary of State on the 31st December 1910. That does not, however, substantially affect the carrying out of the contract, between the Secretary of State and the Great Indian Peninsula Railway Company, dated the 31st December 1900, the effect of which is that the railways formerly known as the “Indian Midland Railway System” are to form part of the undertaking by the Company for so long as that contract remains in force

“Nor are the arrangements subsisting at the date of the termination of the Indian Midland Railway Company’s contract for working of the Native State branches of that Company’s line disturbed in any way by the termination of that Company’s contract, the necessary alterations, whereby the Government becomes a party thereto instead of the Indian Midland Railway Company, having been made in the working agreements relating to such branches. The Gwalior Light Railway was worked by the Great Indian Peninsula Railway Company up to the 30th June 1913, after which date the working was taken over by the Gwalior Durbar”

1 The above is an extract of a portion of paragraph 5 (a) on page 64 of Vol II of the Government of India Railway Board’s Administration Report on Railways in India for the year 1913-14

2 The Indian Midland Railway was worked under the following contracts until the 31st December 1910, on which date, the contract with the Indian Midland Railway Company was determined as noted above —

I Contract dated 2nd October 1885 between the Secretary of State and the Indian Midland Railway Company which is called the principal contract

II Contract dated 25th January 1889 between the Secretary of State and the Indian Midland Railway Company supplemental to the above for raising of debentures

III Contract dated 18th March 1890 between the Secretary of State and the Indian Midland Railway Company supplemental to the above two contracts for working and maintaining the Sindia Railway

IV. Contract dated 21st December 1900 between the Secretary of State and the Indian Midland Railway Company supplemental to the principal contract for the handing over of the Indian Midland Railway and subsidiary lines to the Secretary of State, and for other purposes connected therewith

V Contract dated 21st December 1900 between the Secretary of State and the G I P. Railway called the G I P. Railway principal contract for maintenance, management and working of the G I P Railway System and Indian Midland Railway System by the G I. P Railway Company

3 The above contracts with the exception of V which is the only one now in force have not been printed as they have all been determined on 31st December 1910

Dated 24th April 1903

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

CONTRACT

AS TO

RATE OF EXCHANGE FOR
PURPOSES OF CONTRACT OF
21st DECEMBER 1900

G I P RAILWAY FIRST SUPPLEMENTAL CONTRACT

This Indenture, made the 24th day of April 1903, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein-after called "the Secretary of State") of the one part and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (herein-after called "the Company") of the other part

WITNESSETH, and it is hereby agreed and declared as follows —

1 These presents are supplemental to an Indenture dated the 21st of December 1900, made between the same respective parties, and herein-after called the principal Indenture

2 The principal Indenture shall henceforth have effect as if it were thereby provided that as from the 1st of January 1903 the uniform rate of exchange of 15 rupees to the pound sterling should be the prescribed rate of exchange for the purpose of clause 26* and also of clause 39 (2)† thereof, instead of either of the average rates of exchange mentioned in clause 26 (2)‡ of the said Indenture

3 The Secretary of State or the Company may determine this Contract on the 1st of January in any year by giving to the other of the said parties in London twelve calendar months' notice of such determination, and upon such determination the original provisions of the principal Indenture shall have effect as from such 1st of January forward as if these presents had not been executed

Alteration

[As from the 1st day of April 1913 this clause shall be read and have effect as though the word "April" were substituted therein for the word "January"]

Authority

Paragraph 2 of contract dated 3rd July 1914 between the Secretary of State and the G I P Railway Company supplemental to the principal contract dated 21st December 1900 printed on page 47 of this book]

In witness whereof SIR STEUART COLVIN BAYLEY, K C S I, and SIR WILLIAM LEE-WARNER, K C S I, being two members of the Council of India, have hereunto set their hands and seals, and the Great Indian Peninsula Railway Company have hereunto caused their common seal to be affixed, the day and year first above written

Signed, sealed, and delivered by
the said two members of the
Council of India in the presence
of

W H TREASURE,
India Office

S C BAILLY

W LEE-WARNER

L S

L S

The common seal of the Great
Indian Peninsula Railway Com-
pany was hereunto affixed in the
presence of

ANDREW R SCOBLE, } Director
FRED FIREBRACE, }

J. J BERRY,
Secretary

Seal of the
Great Indian
Peninsula
Railway
Company

Dated 4th August 1908.

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

CONTRACT

AS TO

DEBENTURE STOCK

Stamp
10s

G. I P RAILWAY SECOND SUPPLEMENTAL CONTRACT

This Indenture (made the Fourth day of August 1908),
BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (hereinafter called "the Company") of the other part, and supplemental to an Indenture dated the 21st December 1900, and made between the Secretary of State of the one part and the Company of the other part (hereinafter called "the principal Contract"), being a Contract for the maintenance, management, and working of the Great Indian Peninsula Railway system and the Indian Midland Railway system, and also to an Indenture dated the 24th April 1903, made between the same parties, being a Contract relating to the rate of exchange

WHEREAS capital being required by the Company for the purposes of the undertaking, the Secretary of State has requested the Company under Clause 22A of the principal Contract to issue debenture stock for the nominal amount of 1,000,000/, such Stock to bear interest at $3\frac{1}{2}$ per cent per annum and to be redeemable at par, at the option of the Company, on or after the 15th July 1938, by 12 months previous notice in writing, such notice to be given by the Company, but not without the previous consent of the Secretary of State

AND WHEREAS the Secretary of State may from time to time hereafter authorise the Company to raise further moneys for the purposes of the principal Contract by the issue of debenture stock

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows —

1. The money to be raised by the Company by the stock so authorised as aforesaid and by any other debenture stock to be hereafter issued with the sanction of the Secretary of State, shall, when raised, be forthwith paid and transferred to the credit of the Secretary of State at the Bank of England for the purposes of the undertaking but no such debenture stock shall be issued except subject to such terms and conditions and in such form as may from time to time be approved by the Secretary of State. Every certificate for such stock and every prospectus relating to any such stock shall be in such form as shall have been previously approved by the Secretary of State

2. The Secretary of State will, as often as and when the half-yearly or other interest payable in respect of the said debenture stock so sanctioned and issued or to be hereafter sanctioned and issued as aforesaid, or in respect of any portion of such stock, shall become due, pay in London in sterling out of the revenues of India to the Company the aggregate amount of such interest as a fund to meet and provide for the payment of such interest to the persons entitled thereto, and will on the respective days on which the principal moneys represented by such stock shall according to the respective terms of the issue thereof and in consequence of any notice of redemption given by the Company with his consent be payable, and so as duly to provide for the payment of such principal moneys to the persons entitled thereto when respectively due, pay in London in sterling to the Company the amount of the principal sums payable on such respective days, and the moneys so to be paid to the Company under this clause shall be paid to and received by it for the respective holders for the time being of the said stock, and placed by the Company in the Bank of England or some other bank to be agreed upon, to an account to be called 'The Great Indian Peninsula Railway Company's Debenture Stock Account,' and shall be applied to the respective payments of such interest and principal accordingly, and to no other purpose. The moneys payable under this clause to the Company as aforesaid shall be paid without regard to any set-off, lien, charge, claim, or equity which the Secretary of State may have against the Company. Provided always, that in every case in which the holder of any stock shall not, within a period of twelve calendar months after the principal moneys payable in respect of such stock shall have become payable, have applied for the payment of such moneys, then such moneys shall be carried to the account of the Secretary of State, and in every case in which any interest payable in respect of any of the said stock shall be unclaimed for a period of two years after the same shall have become due, such interest shall also be carried to the account of the Secretary of State. And the Secretary of State hereby undertakes to indemnify and hold harmless the Company against all claims in respect of principal or interest which shall have been so carried to the account of the Secretary of State as being unclaimed within such respective periods as aforesaid, and generally against all liability incurred or to be incurred by the Company by reason of their acting on the foregoing proviso.

3 Any moneys paid by the Secretary of State to the Company under clause 2 of these presents for the purposes of the redemption of the said debenture stock shall be deemed to be money provided by the Secretary of State under clause 22A * of the principal Contract for the purposes of the undertaking.

4 Any interest paid by the Secretary of State to the Company under clause 2 shall be a charge on and shall be payable to the Secretary of State out of the receipts of the undertaking under sub-section 2 of clause 39 † of the principal Contract as varied by the provisions of the said Indenture of the 24th day of April 1903.

5. If the Company's possession of the railway and undertaking shall cease before the said Debenture Stock has been redeemed the Secretary of State shall be deemed to stand in the place of the Company so far as regards the subsequent liability on the said debenture stock, both as regards principal and interest, and the right to give notice of redemption of and to redeem such stock, and thereupon the Company shall be discharged from any liability to the holders of any such debenture stock issued under these presents.

IN WITNESS whereof KRISHNA GOBINDA GUPTA, Esquire, and Sir JAMES JHON DIGGES LA TOUCHE, K C S I, being two Members of the Council of India, have hereunto set their hands and seals, and the Great Indian

Peninsula Railway Company have hereunto caused their Common Seal to be affixed, the day and year first above written

Signed, sealed and delivered by the
abovenamed two Members of the
Council of India in the presence
of—

K G GUPTA

L S

J. DIGGES LA TOUCHE,

L S

W. H. TREASURE,
India Office

The Common Seal of the Great
Indian Peninsula Railway Com-
pany, was hereunto affixed in the
presence of—

Seal of
The Great
Indian
Peninsula
Railway
Company

ANDREW R SCOBLE. }
FRED FIREBRACE. } Directors.

R H WALPOLE, Assistant Secretary
G I P. Ry Co

Dated 31d July 1914

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

CONTRACT

AS TO

ADOPTION OF GOVERNMENT
FINANCIAL YEAR FOR PREPA-
RATION OF ACCOUNTS



G I P RAILWAY THIRD SUPPLEMENTAL CONTRACT

This Indenture, made the 3rd day of July 1914, BEWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS these presents are supplemental to an Indenture dated the 21st December 1900 and made between the Secretary of State of the one part and the Company of the other part (hereinafter called the principal Contract), being a Contract for the maintenance, management, and working by the Company of the Great Indian Peninsula Railway system and the Indian Midland Railway system, and to four several Indentures made between the same parties and dated the 24th April 1903, the 4th August 1908, the 5th February 1909, and the 19th day of March 1909 respectively, the last-mentioned two Indentures being Contracts for the working by the Company as agents for the Secretary of State of the Agra-Delhi Chord Railway and the Baran-Kotah Railway

AND WHEREAS the financial year of the Government of India commences on the 1st day of April and ends on the 31st day of March

AND WHEREAS the accounts kept by the Company for the purposes of the principal Contract and the said Indentures of the 5th February 1909 and the 19th March 1909 respectively have heretofore been prepared with reference to the year commencing on the 1st day of July and ending on the 30th day of June

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows —

1 As from the 1st day of April 1913 the accounts kept by the Company for the purposes of the principal Contract and the said Indentures of the 5th February 1909 and the 19th March 1909 respectively shall be prepared with reference to the financial year of the Government of India, and accordingly the principal Contract and the other Indentures to which these presents are supplemental shall as from that day be read and has effect as though Sub-clause 2 of Clause 28* and Clauses 29†, 33‡, and 39§ of the principal Contract were altered by the substitution of the 31st day of March for the 30th day of June, and of the 30th day of September for the 31st day of December, and of the 1st day of April for the 1st day of July respectively except in the case of dates in a year previous to the year 1913

2 Sub-clause 2 of Clause 26¶ of the principal Contract shall as from the 1st day of April 1913 be read and have effect as though the same were altered by the substitution of the word "September" for the word "June" and of the word "March" for the word "December" and of the words "year commencing on the 1st day of April" for the words "calendar year," and Clause 3|| of the said Indenture of the 24th day of April 1903 shall as from the same date be read and have effect as though the word "April" were substituted therein for the word "January"

3 Clause 2** of each of the said Indentures dated the 5th February 1909 and the 19th March 1909 respectively shall be read and have effect as though the same were altered by the substitution of the word "September" for the word "June" and of the word "March" for the word "December."

4. In any cases in which the accounts relating to any subsidiary line of either system of the undertaking are prepared with reference to any year other than the financial year of the Government of India such accounts shall as from the 1st day of April 1913 be prepared with reference to the financial year of the Government of India. Provided always that if such alteration requires the consent of any party or parties other than the parties hereto this clause shall not have effect until such consent is obtained.

5. The guaranteed interest payable by the Secretary of State under the principal Contract on the amount for the time being paid up or credited as paid up on the shares or stock in the capital of the Company shall continue to be paid on the 1st day of January and the 1st day of July in every year. And Clause 4* of the principal Contract shall be read and construed as if the following words were added at the end thereof "and the last of such payments shall be made on the 1st day of July 1925 (this contract being construed for this purpose as being still continuing on such date)."

6. The receipts of the Undertaking in the period 1st April 1925 to 30th June 1925 shall be applied in accordance with Clause 39† of the principal Contract, subject to the provisos —

- (1) that the sum payable to the Secretary of State under Sub-Clause (1) in respect of the said period shall be Rs 50,00,000,
- (2) that Sub-Clause (2) shall be read as though it related to the said period instead of to a half year, and
- (3) that for the purposes of Sub-Clause (4) the said period shall be treated as though it were a year.

IN WITNESS whereof SIR JAMES JOHN DIGGES LA TOUCHE, K.C.S.I., and SIR JAMES THOMSON, K.C.S.I., being two Members of the Council of India, have hereunto set their Hands and Seals, and THE GREAT INDIAN PENINSULA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed the Day and Year first above written

Signed, sealed, and delivered by
the above named two Members
of the Council of India in the
presence of

J. DIGGES LA TOUCHE

LS

J. THOMSON,

LS

R. C. CLENCH,

INDIA OFFICE

The Common Seal of THE GREAT
INDIAN PENINSULA RAILWAY
COMPANY was hereunto
affixed in the presence of

Seal of the
Great Indian
Peninsula
Railway Co

FRED FIREBRACE

J. E. DALLAS

} Directors,

R. H. WALFORD, Secretary.

Dated 5th February 1909

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

C O N T R A C T

FOR WORKING

THE AGRA-DELHI CHORD
RAILWAY

Stamp
10s

CONTRACT FOR WORKING THE AGRA-DELHI CHORD RAILWAY.

This Indenture made the 5th day of February 1909, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (hereinafter called "the Company") incorporated by an Act of Parliament passed in the sessions of the 12th and 13th years of the reign of Her late Majesty intituled "An Act for incorporating the "Great Indian Peninsula Railway Company and for other purposes "connected therewith" of the other part

WHEREAS by Clause 43* of an Indenture (hereinafter called the Principal Contract) dated the 21st December 1900 and made between the Secretary of State of the one part and the Company of the other part being a contract for the maintenance management and working by the Company of the Great Indian Peninsula Railway system and the Indian Midland Railway system it was agreed that the Secretary of State might require the Company (*inter alia*) to work any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking (which expression is in the Principal Contract defined to mean, and where used in this contract means the Great Indian Peninsula Railway system and the Indian Midland Railway system or such parts thereof respectively as have been or should be handed over to the Company for the purposes of the Principal Contract together with any such improvements alterations and additions as therein mentioned) either as Agent of the Secretary of State or as part of the undertaking upon such terms and conditions as might be agreed upon

AND WHEREAS a certain railway known as the Agra-Delhi Chord Railway and hereinafter more particularly defined has been constructed by the Secretary of State and is such an auxiliary or branch railway as mentioned in the Principal Contract.

AND WHEREAS the Secretary of State has in pursuance of the hereinbefore recited power given to him by the said Clause 43* of the said Indenture required the Company to work such Railway in connection with the Indian Midland Railway section of the undertaking as Agents of the Secretary of State and the said Railway has been opened throughout for public traffic and is now being worked by the Company accordingly upon the terms and conditions hereinafter set forth

NOW THIS INDENTURE WITNESSETH that it is hereby agreed and declared as follows (that is to say) —

Railway to be worked

1. The Railway to be worked under this contract is the line of railway known as the Agra-Delhi Chord Railway extending from the junction with the Belanganj Branch of the Indian Midland Railway section of the undertaking at a point 837 miles 1,688 feet from Bombay and passing through Muttra to Delhi and is hereinafter referred to as "the said Railway" and the Company shall during the continuance hereof work the same accordingly

Duration of the Contract

2 This Contract shall be deemed to have come into force on the day on which the said Railway is opened throughout for public traffic and shall continue in force until determined either by the Secretary of State or the Company on any 30th day of June or 31st day of December during the subsistence hereof by giving to the other party not less than twelve calendar months' notice in writing of his or their desire so to do and in the event of any such notice being given this Contract shall on the 30th day of June or 31st day of December so mentioned in such notice as aforesaid absolutely determine unless prior to such specified day such notice shall be withdrawn by the consent of both parties and such notice shall if given by or on behalf of the Secretary of State be sufficient if signed and given in the form and manner provided by Clauses 54 and 59* of the Principal Contract, and if given by or on behalf of the Company shall be given under the seal of the Company and countersigned by two of the Directors and the Secretary of the Company, and shall be left at or sent by registered post to the office of the Secretary of State or any of his Under Secretaries or his Assistant Under Secretary or of a Secretary of Government at Bombay or of the Railway Board, and any such notice whether given on behalf of the Secretary of State or the Company shall be deemed to be given on the date when the same shall be so left or posted as aforesaid.

Alteration.

[For the words "June" and "December" occurring in this clause substitute "September" and "March" respectively]

Authority

Part 3 of Contract dated 3rd July 1914 between the Secretary of State and the G. I. P. Railway Company supplemental to this contract printed on page 47 of this book]

Application of the terms of the Principal Contract

3 The terms and provisions of the Principal Contract so far as applicable to the said Railway having especial regard to the fact that the same though to be worked by the Company hereunder will nevertheless remain the sole and absolute property of the Secretary of State and as the same are not hereby expressly modified or altered in their operation or are not repugnant to or by implication excluded from application by the terms and provisions hereof shall apply to the said Railway as if they had with the necessary modifications been expressly incorporated herein and for the purpose of applying such terms and provisions to the said Railway it shall from the date on which it shall be made over to the Company as herein after mentioned be considered as a subsidiary line forming part of one of the systems composing the undertaking the subject of the Principal Contract (viz, the Indian Midland Railway system) and the Principal Contract shall for the purpose of such application be read accordingly and such Principal Contract shall so far as necessary for giving due effect to the terms and provisions hereof be read and construed as modified by these presents.

As to the handing over of the Railway to the Company.

4 When and as soon as an Inspecting Officer of the Secretary of State duly authorised in that behalf shall have certified that the whole of the Railway has been completed and made ready and fit for the conveyance of passengers and goods the Secretary of State shall furnish to the Company a specification signed by or on behalf of the Secretary of State setting forth the works which shall have been done and executed in the construction and completion of the Railway and in making the same ready and fit as aforesaid and in providing telegraphic works machinery and appliances for the purposes thereof and in providing the same with rolling stock plant and machinery and the cost of such works and such specification shall forthwith thereafter be signed on behalf of the Company by a properly authorised

officer of the Company and thereupon the said Railway shall be considered to have been taken over by the Company for the purposes of this contract such inventory of the undertaking and of the rolling stock plant and machinery belonging thereto as on the date hereof as is mentioned in clause 9 of the Principal Contract shall be made and signed by or on behalf of the Secretary of State and of the Company

5 The Secretary of State shall also make over or deliver to the Company and the Company shall take over as soon as reasonably possible all stores in hand or in course of delivery supplied or intended for use in connection with the Railway and belonging to the Secretary of State except only such stores as on the representation of the Company to be made in writing on or before the expiration of six calendar months from the date of the Railway being so made and taken over as aforesaid the Secretary of State may adjudge to be unserviceable or surplus stores and the Company shall pay for all stores so made and taken over as aforesaid and with the said Railway or separately at a price to be agreed upon between the Secretary of State and the Company as soon as reasonably possible.

*As to alterations additions and improvements and money
and land required therefor*

6 If and whenever during the continuance of this Contract any alterations additions or improvements to or in the Railway or to the works rolling stock plant or machinery thereof the cost of which may be chargeable to capital under or in accordance with the provisions of the Principal Contract shall be required or on application from the Company sanctioned by the Secretary of State the same shall be executed by the Company and the moneys required for making and executing the same up to an amount previously sanctioned or approved by the Secretary of State shall from time to time on the application of the Company be provided by the Secretary of State all land required for the purpose of any such alterations additions or improvements being provided by and at the expense of the Secretary of State

7 The amount of all moneys provided by the Secretary of State under the last preceding clause shall be entered in the separate capital account of the Railway to be kept by the Company as hereinafter mentioned

As to Accounts, Capital, &c

8 The Company shall in addition to the accounts prescribed by the Principal Contract to be kept in respect of the undertaking in accordance with the provisions of the Principal Contract as hereby modified keep a separate Capital account and also a separate Revenue account in respect of the said Railway such accounts to be kept in the manner laid down in Clause 26 (1)* of the Principal Contract with reference to the accounts relating to the undertaking and the two systems originally comprised therein and such other accounts if any as shall be required by the Secretary of State in pursuance of Clause 26 (1)* of the Principal Contract to be kept in accordance therewith for the said Railway

9 Subject to any special directions which shall be given by the Secretary of State under the said Clause 26 (1)¹ there shall be entered in the Capital account so to be kept as aforesaid the amount of the expenditure incurred by the Secretary of State in the construction and completion and making ready and fit as aforesaid of the Railway and in providing the same with such telegraphic works, machinery appliances rolling stock plant machinery as aforesaid as well as the moneys provided by the Secretary of State as aforesaid for any alterations additions and improvements to or in the same and which may be chargeable to capital as aforesaid and the cost or value of any land supplied by the Secretary of State for the purposes of the Railway

10. Subject to any such special directions as aforesaid there shall be entered in the Revenue account so to be kept as aforesaid on the credit side

all receipts on account of revenue (hereinafter called the gross receipts of the said Railway) from or in respect of the said Railway including all receipts of the administrations of other Railways derived from or in respect of the exercise by such administrations of running powers over the said Railway and all moneys received in respect of the use and working of the telegraph wires provided for or handed over to the Company under or in accordance with the provisions of Clause 7^{*} of the Principal Contract herein by reference incorporated and used for the purposes of the said Railway and on the debit side the share attributable to the Railway of the total working expenses of the undertaking (including the said Railway) to be ascertained in the manner and at the times hereinafter provided immediately upon the same being so ascertained and also any such excess of sums payable to Railway Administrations to which running powers over the said Railway may be granted as is hereinafter in clause 14 hereof mentioned.

11. The said Railway shall for the purposes of Clauses 28[†] and 33[‡] of the Principal Contract be treated as part of the undertaking and all the costs and expenses incurred by the Company with the sanction of the Secretary or State in or about the maintenance, management and working of the said Railway ascertained in accordance with the said clause 38[‡] shall accordingly be entered and debited in the general working expenses account of the undertaking to be kept as provided by the Principal Contract and there shall also be entered and debited in such account all such sums as may be paid or credited to any and every Railway Administration to whom running powers over the said Railway may be granted in respect of the proportion allowed and made payable to such Railway Administration by the agreement by which such running powers shall be granted to it of the gross receipts derived from the exercise of such running powers provided always that no proportion in excess of 20 per cent of the gross receipts last aforesaid shall be so entered and debited in the said working expenses account and the provisions of this clause shall have effect for all the purposes of the Principal Contract as well as of these presents.

12 The share attributable to the said Railway and chargeable in the said Revenue account thereof as aforesaid in each half year of the total working expenses of the undertaking (including the said Railway) shall be a sum which shall bear the same proportion to the total amount of such working expenses ascertained by the general working expenses account for that half year to be taken as in the principal contract as modified by the last preceding clause provided as the gross receipts of the said Railway for that half year shall bear to the total of the gross receipts (as defined in Clause 2[§] of the Principal Contract) of the undertaking and the gross receipts of the Railway for the same half year and such amounts shall be calculated and ascertained half-yearly immediately on the completion of the said accounts

Application of Net Receipts

13 The whole of the net receipts of the Railway in each half year as ascertained by the said separate Revenue account to be kept in respect thereof after deducting the amount to be debited therein as aforesaid for working expenses and other sums to be debited therein in respect of that half year as in Clause 10 provided shall belong to and be retained by the Secretary of State

As to Running Powers for the Administrations of other Railways

14 If the Secretary of State shall in pursuance of the power reserved to him by Clause 41[¶] of the Principal Contract (herein by reference incorporated and made applicable to the said Railway) require the Company to enter into any agreement or agreements with the administration or administrations of any other railway or railways having junction either directly or indirectly

with the said Railway for allowing the use of the railway or any part thereof for the passage or running of the engines and trains of such administration and under any such agreement there shall be payable or liable to be credited to any such Railway Administration a larger proportion of the gross receipts derived from the exercise by such administration of the powers granted by such agreement than 20 per cent the excess above such proportion of the amount so payable or liable to be credited shall not be treated as a charge against the general working expenses of the undertaking nor be debited to the said general working expenses account thereof but shall be a separate charge against the receipts of the said Railway and shall as aforesaid be directly debited to the separate Revenue account of the said Railway to be kept under Clause 8 hereof accordingly

15 The terms of such agreement as in the last clause mentioned may at the option of the Secretary of State confer upon the Railway Administration with whom such agreement shall be entered into the right to quote through rates between stations on the system of such administration and stations on the said Railway for traffic between and over the system of such administration and the said Railway provided that the amounts of all such through rates shall be considered as earned by and attributable to the Railway of the administration by whom they shall be quoted and the said Railway in the proportions which the lengths in mileage covered by such rates or in respect of which the same shall be quoted of such Railways respectively bear to each other and such a provision as last hereinbefore mentioned if required by the Secretary of State shall be considered reasonable within the meaning of Clause 41* of the Principal Contract.

16 Whether or not such an agreement as in Clause 15 hereof referred to shall be entered into with the East Indian Railway Company the rates quoted and charged by the Company for or in respect of the carriage upon or over the undertaking or any part thereof of traffic coming or going to from or *via* the East Indian Railway *via* Tundla and Agra shall not be higher than those quoted and charged for or in respect of the carriage upon or over the undertaking of traffic coming or going from to or *via* the said Railway.

17 All receipts from or in respect of traffic passing both over the said Railway and the undertaking or any portion thereof respectively shall for the purpose of this Contract and particularly for the purpose of ascertaining the receipts from or in respect of the said Railway to be entered as aforesaid on the credit side of the Revenue account to be kept as hereinbefore provided be apportioned between the said Railway and the undertaking proportionately to the mileage covered by the through rates from which such receipts respectively are derived of the said Railway and the undertaking respectively that is to say the proportion of every such receipt belonging or attributable to the said Railway shall be the sum which bears the same proportion to the whole amount thereof as the mileage of the said Railway covered by the through rate from which such receipt is derived bears to the total mileage covered by such rate and the balance shall belong to the Company

18 On the determination of this Contract the Company shall forthwith give to the Secretary of State possession of the said Railway together with all rolling stock plant and machinery belonging thereto and all plans books surveys sections printings writings and documents whatsoever in anywise connected with the same and all telegraphic machinery works instruments and appliances and other property if any belonging thereto and the Company shall not be entitled to receive any payment or compensation in respect thereof

IN WITNESS whereof SIR HUGH SHAKESPEAR BARNES, K C S I, and SIR LAWRENCE HUGH JENKINS, Kt, K C I E., being two Members of the Council of India, have hereunto set their hands and seals, and the Great Indian

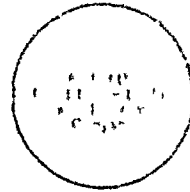
Peninsula Railway Company have hereunto caused their Common Seal to be affixed, the day and year first above written

Signed, sealed, and delivered by } H S BARNES
the said two Members of the }
Council of India in the }
presence of— } L JENKINS



W H TRIASUPPI,
India Office

The Common Seal of the Great Indian }
Peninsula Railway Company }
was hereunto affixed in the }
presence of— }



R C B PRIBERTON, }
H C I WINDIN, } Director

J J BIRNY, *Secretary,*
Great Indian Peninsula Railway Company

AGRA-DELHI CHORD RAILWAY

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Dated 19th March 1909

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

C O N T R A C T

FOR WORKING

THE BARAN-KOTAH RAILWAY

CONTRACT FOR WORKING THE BARAN-KOTAH RAILWAY

THIS INDENTURE made on the 19th day of March 1909, BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the one part and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (hereinafter called "the Company") incorporated by an Act of Parliament passed in the session of the 12th and 13th years of the reign of Her late Majesty intituled "An Act for incorporating the Great Indian Peninsula Railway Company and for other purposes connected therewith" of the other part

WHEREAS by clause 43* of an Indenture (hereinafter called the Principal Contract) dated the 21st December 1900 and made between the Secretary of State of the one part and the Company of the other part being a contract for the maintenance management and working by the Company of the Great Indian Peninsula Railway system and the Indian Midland Railway system it was agreed that the Secretary of State might require the Company (*inter alia*) to work any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking (which expression is in the Principal Contract defined to mean, and where used in this contract means the Great Indian Peninsula Railway system and the Indian Midland Railway system or such parts thereof respectively as have been or should be handed over to the Company for the purposes of the Principal Contract together with any such improvements alterations and additions as therein mentioned) either as Agents of the Secretary of State or as part of the undertaking upon such terms and conditions as might be agreed upon

AND WHEREAS a certain railway known as the Baran-Kotah Railway and hereinafter more particularly defined has been constructed by the Secretary of State and is such an auxiliary or branch railway as mentioned in the Principal Contract

AND WHEREAS the Secretary of State has in pursuance of the hereinbefore recited power given to him by the said Clause 43* of the said Indenture required the Company to work such Railway in connection with the Indian Midland Railway section of the undertaking as Agents of the Secretary of State and the said Railway has been opened throughout for public traffic and is now being worked by the Company accordingly upon the terms and conditions hereinafter set forth

NOW THIS INDENTURE WITNESSETH that it is hereby agreed and declared as follows (that is to say) —

Railway to be worked

1 The Railway to be worked under this contract is the line of railway known as the Baran Kotah Railway extending from Baran Junction of the Bina Baran Branch of the Indian Midland Railway section of the undertaking at a point 753 miles 3,374 feet from Bombay and is hereinafter referred to as "the said Railway" and the Company shall during the continuance hereof work the same accordingly

Duration of the Contract

2 This Contract shall be deemed to have come into force on the day on which the said Railway is opened throughout for public traffic and shall continue in force until determined either by the Secretary of State or the Company on any 30th day of June or 31st day of December during the subsistence hereof by giving to the other party not less than twelve calendar months' notice in writing of his or their desire so to do and in the event of any such notice being given this Contract shall on the 30th day of June or 31st day of December so mentioned in such notice as aforesaid absolutely determine unless prior to such specified day such notice shall be withdrawn by the consent of both parties and such notice shall if given by or on behalf of the Secretary of State

be sufficient if signed and given in the form and manner provided by Clauses 58 and 59* of the Principal Contract, and if given by or on behalf of the Company shall be given under the seal of the Company and countersigned by two of the Directors and the Secretary of the Company, and shall be left at or sent by registered post to the office of the Secretary of State or any of his Under Secretaries or his Assistant Under Secretary or of a Secretary of Government at Bombay or of the Railway Board and any such notice whether given by or on behalf of the Secretary of State or by the Company shall be deemed to be given on the date when the same shall be so left or posted as aforesaid.

ALTERATION

[For the words "June" and "December" occurring in this clause substitute "September" and "March" respectively]

AUTHORITY.

Paragraph 3 of Contract dated 3rd July 1914, between the Secretary of State and the Great Indian Peninsula Railway Company supplemental to this contract printed on page 47 of this book.]

Application of the terms of the Principal Contract

3 The terms and provisions of the Principal Contract so far as applicable to the said Railway having especial regard to the fact that the same though to be worked by the Company hereunder will nevertheless remain the sole and absolute property of the Secretary of State and is the same are not hereby expressly modified or altered in their operation or are not repugnant to or by implication excluded from application by the terms and provisions hereof shall apply to the said Railway as if they had with the necessary modifications been expressly incorporated herein and for the purpose of applying such terms and provisions to the said Railway it shall from the date on which it shall be made over to the Company as hereinafter mentioned be considered as a subsidiary line forming part of one of the systems composing the undertaking the subject of the Principal Contract (*viz.*, the Indian Midland Railway system) and the Principal Contract shall for the purpose of such application be read accordingly and such Principal Contract shall so far as necessary for giving due effect to the terms and provisions hereof be read and construed as modified by these presents

As to the handing over of the Railway to the Company

4 When and as soon as an Inspecting Officer of the Secretary of State duly authorized in that behalf shall have certified that the whole of the Railway has been completed and made ready and fit for the conveyance of passengers and goods the Secretary of State shall furnish to the Company a specification signed by or on behalf of the Secretary of State setting forth the works which shall have been done and executed in the construction and completion of the said Railway and in making the same ready and fit as aforesaid and in providing telegraphic works machinery and appliances for the purposes thereof and in providing the same with rolling stock plant and machinery and the cost of such works and such specification shall forthwith thereafter be signed on behalf of the Company by a properly authorized officer of the Company and thereupon the said Railway shall be considered to have been taken over by the Company for the purposes of this contract such inventory of the undertaking and of the rolling stock plant and machinery belonging thereto as on the date hereof as is mentioned in clause 97 of the Principal Contract shall be made and signed by or on behalf of the Secretary of State and of the Company

5 The Secretary of State shall also make over or deliver to the Company and the Company shall take over as soon as reasonably possible all stores in

hand or in course of delivery supplied or intended for use in connection with the said Railway and belonging to the Secretary of State except only such stores as on the representation of the Company to be made in writing on or before the expiration of six calendar months from the date of the Railway being so made and taken over as aforesaid the Secretary of State may adjudge to be unserviceable or surplus stores and the Company shall pay for all stores so made and taken over as aforesaid and with the said Railway or separately at a price to be agreed upon between the Secretary of State and the Company as soon as reasonably possible

As to alterations additions and improvements and money and land required therefor

6 If and whenever during the continuance of this Contract any alterations additions or improvements to or in the said Railway or to the works rolling stock plant or machinery thereof the cost of which may be chargeable to capital under or in accordance with the provisions of the Principal Contract shall be required or on application from the Company sanctioned by the Secretary of State the same shall be executed by the Company and the moneys required for making and executing the same up to an amount previously sanctioned or approved by the Secretary of State shall from time to time on the application of the Company be provided by the Secretary of State all land required for the purpose of any such alterations additions or improvements being provided by and at the expense of the Secretary of State

7 The amount of all moneys provided by the Secretary of State under the last preceding clause shall be entered in the separate Capital account of the said Railway to be kept by the Company as hereinafter mentioned

As to Accounts, Capital, &c

8 The Company shall in addition to the accounts prescribed by the Principal Contract to be kept in respect of the undertaking in accordance with the provisions of the Principal Contract as hereby modified keep a separate Capital account and also a separate Revenue account in respect of the said Railway such accounts to be kept in the manner laid down in Clause 26 (1)* of the Principal Contract with reference to the accounts relating to the undertaking and the two systems originally comprised therein and such other accounts if any as shall be required by the Secretary of State in pursuance of Clause 26 (1)* of the Principal Contract to be kept in accordance therewith for the said Railway

9 Subject to any special directions which shall be given by the Secretary of State under the said Clause 26 (1)* there shall be entered in the Capital account so to be kept as aforesaid the amount of the expenditure incurred by the Secretary of State in the construction and completion and making ready and fit as aforesaid of the said Railway and in providing the same with such telegraphic works machinery appliances rolling stock plant machinery as aforesaid as well as the moneys provided by the Secretary of State as aforesaid for any alterations additions and improvements to or in the same and which may be chargeable to capital as aforesaid and the cost or value of any land supplied by the Secretary of State for the purposes of the said Railway

10 Subject to any such special directions as aforesaid there shall be entered in the Revenue account so to be kept as aforesaid on the credit side all receipts on account of revenue (hereinafter called the gross receipts of the said Railway) from or in respect of the said Railway and all moneys received in respect of the use and working of the telegraph wires provided for or handed over to the Company under or in accordance with the provisions of Clause 7† of the Principal Contract herein by reference incorporated and used for the

purposes of the said Railway and on the debit side the share attributable to the Railway of the total working expenses of the undertaking (including the said Railway) to be ascertained in the manner and at the times hereinafter provided immediately upon the same being so ascertained

11 The said Railway shall for the purposes of Clauses 28* and 38† of the Principal Contract be treated as part of the undertaking and all the costs and expenses incurred by the Company with the sanction of the Secretary of State in or about the maintenance management and working of the said Railway ascertained in accordance with the said Clause 38 shall accordingly be entered and debited in the general working expenses account of the undertaking to be kept as provided by the Principal Contract

12 The share attributable to the said Railway and chargeable in the said Revenue account thereof as aforesaid in each half year of the total working expenses of the undertaking (including the said Railway) shall be a sum which shall bear the same proportion to the total amount of such working expenses ascertained by the general working expenses account for that half year to be taken as in the Principal Contract as modified by the last preceding clause provided as the gross receipts of the said Railway for that half year shall bear to the total of the gross receipts (as defined in Clause 29‡ of the Principal Contract) of the undertaking and the gross receipts of the said Railway for the same half year but such sum shall not in any half-year exceed 50 per cent of the entire gross receipts of the said railway for that half-year and such amounts shall be calculated and ascertained half-yearly immediately on the completion of the said accounts

Application of Net Receipts

13 The whole of the net receipts of the Railway in each half year as ascertained by the said separate Revenue account to be kept in respect thereof after deducting the amount to be debited therein as aforesaid for working expenses in respect of that half year as in Clause 10 provided shall belong to and be retained by the Secretary of State

14 All receipts from or in respect of traffic passing both over the said Railway and the undertaking or any portion thereof respectively shall for the purpose of this Contract and particularly for the purpose of ascertaining the receipts from or in respect of the said Railway to be entered as aforesaid on the credit side of the Revenue account to be kept as hereinbefore provided be apportioned between the said Railway and the undertaking proportionately to the mileage covered by the through rates from which such receipts respectively are derived of the said Railway and the undertaking respectively that is to say the proportion of every such receipt belonging or attributable to the said Railway shall be the sum which bears the same proportion to the whole amount thereof as the mileage of the said Railway covered by the through rate from which such receipt is derived bears to the total mileage covered by such rate and the balance shall be carried to the Revenue account as part of the earnings of the Indian Midland Railway system under the Principal Contract

15 On the determination of this Contract the Company shall forthwith give to the Secretary of State possession of the said Railway together with all rolling stock plant and machinery belonging thereto and all plans books surveys sections printings writings and documents whatsoever in anywise connected with the same and all telegraphic machinery works instruments and appliances and other property if any belonging thereto and the Company shall not be entitled to receive any payment or compensation in respect thereof

IN WITNESS whereof Theodore Morison, Esquire, and Sir James John Digges La Touche, K C S I, being two Members of the Council of India have hereunto set their hands and seals and the Great Indian Peninsula Railway

Company have hereunto caused their Common Seal to be affixed, the day and year first above written

Signed, sealed, and delivered by the } T MORISON
 said two Members of the Council of }
 India in the presence of— } J DIGGES LA TOUCHE

LS

LS

W H TREASURE
 India Office,

The Common Seal of the Great Indian }
 Peninsula Railway Company was }
 hereunto affixed in the presence of— }

Seal of the
 Great Indian
 Peninsula Railway
 Company

R C B PEMBERTON, }
 H C E WENDEN, } Directors,

J I BERRY,
 Secretary, G I P R Co

BARAN-KOTAH RAILWAY

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Dated 1st August 1913

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

C O N T R A C T

WITH RESPECT TO THE

WORKING OF THE NERBUDDA
COLLIERY



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CONTRACT FOR WORKING THE NERBUDDA COLLIERY

Agreement, made the First day of August 1913, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (hereinafter called "the Company") (which expression shall include their assigns where the Contract so admits) of the other part

WHEREAS by the Great Indian Peninsula Railway Purchase Act, 1900, the railways and works of the Company were transferred to and vested in the Secretary of State, and it was by the seventy-second section of the said Act provided that in addition to their existing powers the Company might enter into contracts with the Secretary of State for (among other matters) the maintenance and management of any railways in India and the doing of all things necessary or incidental to the matters therein provided for

AND WHEREAS by an Indenture (hereinafter referred to as the principal Contract) dated the 21st of December 1900, and made between the Secretary of State of the one part and the Company of the other part (as amended by Indentures dated the 24th of April 1903 and 4th of August 1908 respectively, and made between the same parties), arrangements were made and settled for the handing over by the Secretary of State to the Company (subject as therein mentioned) of the Great Indian Peninsula Railway system and the Indian Midland Railway system as therein respectively defined, and for the maintenance, management, and working thereof by the Company on the terms therein mentioned for the term of 25 years from the 1st of July 1900, and it was by Clause 22 (a) of the same Indenture provided that all capital moneys required for the purposes of the undertaking as therein defined (being the said railway systems or such parts thereof as should be handed over to the Company for the purposes of the principal Contract) should, at the option of the Secretary of State, either be provided by him, in which case they should bear interest at the rate of $3\frac{1}{2}$ per cent per annum, or at such other rate as should be agreed upon, or be raised by the Company in manner therein mentioned, and by Clause 39† thereof provision was made for payment out of the receipts of the undertaking of the interest payable on moneys provided by the Secretary of State for the purposes of the undertaking after the 30th June 1900

AND WHEREAS the Secretary of State in or about the year 1904 purchased for a sum of 40,000£ all the collieries, mines, minerals, buildings, bungalows, railways, tramways, rights, fixed and moveable plant and machinery, stores, chattels, and other property (other than cash, book debts, money, securities for money, and books of account), then recently in the possession of the Nerbudda Coal and Iron Company, Limited (hereinafter referred to as the Nerbudda Company), or the liquidators thereof, and held in the Tahsil of Gadawara in the registration District of Narsinghpur in the Central Provinces of India

AND WHEREAS the said purchase took effect from the 1st July 1904, and it was arranged between the parties hereto that the said collieries, mines, and premises should be held and worked by the Company upon the terms hereinafter expressed.

AND WHEREAS the Secretary of State pursuant to such arrangement shortly after the said purchase put the Company in possession of the premises so purchased

AND WHEREAS the Secretary of State has since the date of the said purchase acquired the surface of certain further lands required for the purposes of or in connection with the working of the said collieries at a cost of 16,283 rupees or thereabouts, and such lands have been or are to be held by the Company as part of the said collieries

NOW IT IS HEREBY AGREED AS FOLLOWS —

1. The expression "the undertaking" shall in this Agreement bear the same meaning as in the principal Contract according to the definition therein contained.

2 This Agreement (subject to any provision hereinafter contained for the earlier determination thereof) shall continue in force until the determination of the principal Contract and shall determine therewith.

3. The provisions of the principal Contract shall (save as is hereby otherwise expressed) so far as the same may be applicable extend to the matters hereby provided for, and to the conduct of the Secretary of State and the Company respectively in the execution hereof, and in particular Clauses 44 and 45 of the principal Contract shall apply with regard to all the matters included in this Agreement.

4 This Agreement is entered into to enable the Company to get and raise coal and other minerals for the purposes of the undertaking, and, further, the Company shall be at liberty to sell and dispose of, in their discretion, any splint or refuse coal or other coal which shall not be suitable for use on the Company's engines or works, or any products from such coal, or any iron, clay, stone, or other minerals or earths which it may be necessary to raise for the safe, proper, and economical working of the collieries at such price as may be from time to time fixed and determined by the Company, with the approval of the Secretary of State

5 The Company, during the continuance of this Agreement, shall have full and free licence (subject in all respects to the control of the Secretary of State) to mine, search for, work, and get all the mines, beds, and seams of coal and fire-clay within the lands containing 25½ square miles or thereabouts situate in the Tahsil of Gadawara in the District of Narsinghpur in the Central Provinces of India which are delineated on the plan marked A, hereto annexed, and are hereinafter referred to as the mining area, together with such limestone, building stone, and other minerals within the said lands as shall be required for the purposes of, or necessarily got in the course of, working the said coal and fireclay, and shall also have the right (subject as aforesaid) to enter upon and use for the purposes of working the said collieries and mines, or in connection therewith the surface of the lands containing 700 94 acres, or thereabouts, and situate in the villages of Patlone, Binar, Tuyapani, Chargaon, Mohpani and Reechhai, in the Tahsil and District aforesaid, which are delineated on the plans marked B, C and D respectively hereto annexed, and are thereon coloured pink (being the lands formerly in the possession of the Nerbudda Company, and such further lands as aforesaid), with the buildings, bungalows, railways, tramways, and fixed plant and machinery thereon, and during the period aforesaid the Secretary of State will grant to the Company such way-leaves and other rights and powers in relation to the premises as may, in the opinion of the Secretary of State, be necessary for the effectual working of the coal and fireclay within the mining area, and also will, from time to time, during the continuance of the principal Contract, supply and grant to the Company such further land, property, and surface and other rights as may, in the opinion of the Secretary of State, be from time to time required for the economic working of the coal and fireclay within the mining area

6 The Company shall during the continuance of this Agreement hold, and shall be deemed to have held, as from the 1st July 1904, as part of the undertaking and subject to the provisions of the principal Contract and of this Agreement, the premises specified in the last preceding clause and all the moveable plant, machinery, stores, and chattels purchased by the Secretary of State as aforesaid.

7. The Company shall during the continuance of this Agreement pay to the Secretary of State in each half year a royalty of 4 annas for every ton of round coal got or raised from the said mines in such half-year and a royalty of 2 annas for every ton of splint coal got or raised from the said mines, which shall during such half year be sold by the Company or shall be utilised for the purposes of the undertaking including the said collieries. Provided always that if in any half year the aggregate amount of such royalties shall be less than the sum of 1,000 rupees then and whenever the same shall happen the Company shall in respect of such half year pay to the Secretary of State in addition to the royalties payable in respect of the same half year such a sum as together therewith shall amount to 1,000 rupees.

8. The Company shall vigorously and without voluntary intermission according to the most approved methods of working collieries known and practised in the Central Provinces work and get coal and other minerals as may be required by the Secretary of State in, from and under the said lands shown and coloured blue on the said plan marked A, hereto annexed.

9. The Company shall not open any pits nor carry on any underground working in such a way as to endanger the safety of or cause any injury or obstruction to any public building, road, or canal, or other work, in or upon or near the surface of any part of the aforesaid lands, nor shall they obstruct any common highway now existing unless a good and sufficient road in the place and stead of and equally convenient with such highway shall have been provided with the sanction of the Government.

10. The Company shall manage the said collieries and works and maintain them in good repair and in good working condition according to Clauses 10 to 13* inclusive of the principal Contract so far as applicable to collieries. The Company shall bear the expenses of management and working as from the 1st July 1904 and shall also discharge all rents, royalties, and outgoings (if any), determined by the Secretary of State to be payable to persons or corporations other than himself, for or in respect of surface rights. All the said expenses, rents, royalties and outgoings, as well as the royalties and other sums payable to the Secretary of State as aforesaid, shall be included in the working expenses of the undertaking according to Clause 38† of the principal Contract.

11. The said purchase money of 40,000/ paid by the Secretary of State in respect of the purchase of the said collieries and premises as aforesaid, together with the legal expenses and stamp duties incurred by him in relation to the said purchase and this Agreement and the sum of 16,283 rupees or thereabouts paid by him for the acquisition of such further lands as aforesaid, and the cost of the acquisition of any further land or property or surface or other rights which may be supplied or granted by the Secretary of State to the Company under clause 5 hereof, and also any moneys which have been or may be advanced by the Secretary of State to the Company for the purpose of deepening the shafts or for pumping engines or other works chargeable to capital, shall be deemed to be capital moneys required for the purposes of the undertaking and provided by the Secretary of State under Clause 22 (a)‡ of the principal Contract and interest shall accordingly be payable thereon by the Company during the continuance of this Agreement from the date of the payments being respectively made by the Secretary of State, and such interest shall be charged against the receipts of the Company in accordance with Clause 39 (2) of the principal Contract, and there shall also be repaid by the Company to the Secretary of State and charged against such receipts for the year ending 30th June 1905 the sum of 951/ 4s 7d, being interest on the said purchase money of 40,000/ from the 1st July 1904 to the 3rd February 1905, which was paid by the Secretary of State on completion of the said purchase, provided always that nothing in this Clause shall preclude the Secretary of State from exercising his option under Clause 22 (a)‡ of the principal Contract of requiring the Company to raise capital moneys for the purposes of the said collieries.

12. For the purpose of reducing the sum standing to the debit of the "Capital Account" in proportion to the reduced value of the collieries from

time to time a sum calculated at such rate per ton of coal on the gross output of the collieries as the Secretary of State after consultation with the Company has fixed, or shall fix, shall be added to the cost of raising the coal and shall be credited to the "Capital Account" of the undertaking and from time to time as the coal is consumed or sold shall be paid to the Secretary of State. On the 1st July 1913, and at the end of every subsequent fifth year during the continuance of this agreement, if the Secretary of State shall so require, the rate per ton fixed by him as aforesaid shall after consultation with the Company be revised and shall be increased or reduced if on a review of the general position of the collieries at such periods respectively it shall appear that such rate or the rate for the time being adopted is on the one hand not sufficient to reduce the capital sum standing at the debit of the colliery accounts in fair proportion to the diminished value of the collieries or is on the other hand more than sufficient for that purpose.

13 All questions as to the incidence of any expenditure in respect of the said collieries between capital and revenue shall be determined according to the principles and in the manner provided by Clauses 35 and 36* of the principal Contract.

14 The Company, in addition to the accounts directed to be kept by the principal Contract, shall keep an account to be called "The Collieries Working Account," and shall enter therein accounts of all payments in respect of the said collieries and mines proper in accordance with the provisions of the principal Contract and of this Agreement to be charged to revenue, of all payments in respect of the costs and expenses of working and getting the said coal and other minerals properly chargeable to revenue, or which the Secretary of State and the Company may from time to time agree to treat as chargeable to revenue, of loss or gain discovered on stocktaking, of losses incurred on sales of coal or other minerals, of the issue price of all coal or other minerals supplied to the undertaking, of all receipts in respect of coal or other minerals supplied to other persons, and of any other sums which the Secretary of State and the Company may from time to time agree to include therein. The said "Collieries Working Account" shall be made up and dealt with in the manner in which the "Revenue Account" of the undertaking is by Clause 29 of the principal Contract directed to be made up and dealt with and the balance of profit or loss shall be adjusted either by re-valuation of the coal or other minerals remaining in stock at the end of each half-year or by revision of the issue price in the next half-year as may be more convenient.

15 The collieries shall be treated as a manufacturing department subordinate to "Stores," and all moneys required for working the collieries shall be supplied by the Secretary of State and debited to the "Capital Advance Account" to be cleared by transfer either to the "Capital Account" or to the "Collieries Working Account."

16 All coal and other minerals supplied from the said collieries for the purposes of the undertaking shall be entered in the said "Collieries Working Account" at such issue price as the Company with the sanction of the Secretary of State may from time to time determine.

17 As soon as may be after the execution of this Agreement the accounts kept by the Company in relation to the said collieries shall, if necessary, be adjusted so as to bring them into conformity with the provisions herein contained.

18 It shall be lawful for, and the Company shall permit any persons appointed in that behalf by the Secretary of State, or by the Governor-General of India in Council, or by the Government of the Central Provinces, at any time during the continuance of this Agreement, to enter upon any of the hereditaments and premises comprised in or subject to this Agreement, and inspect and examine the state and condition thereof.

19 If there shall be any breach on the part of the Company of the stipulations contained in Clause 44 of the principal Contract as applied hereto, or in Clauses 8, 9, 10 and 18 of this Agreement, the Secretary of State may, by notice in writing to the Company, determine this Agreement, and thereupon

the same shall forthwith be determined accordingly without prejudice to any other right or remedy of the Secretary of State in respect of any antecedent breach of any of the agreements on the part of the Company herein contained

20 Upon the determination of this Agreement either before or at the same time as the principal Contract, the Company shall give to the Secretary of State possession of the collieries, mine-, minerals, and lands held by the Company under this Agreement, together with all buildings, bungalows, railways, tramways, fixed and moveable plant and machinery, chattels and things belonging thereto, or held by the Company in connection therewith, including stores in hand or in course of delivery

21 Clause 61 of the principal Contract shall apply hereto as though this Agreement formed part of the principal Contract

IN WITNESS whereof SIR JAMES JOHN DIGGES LA TOUCHE, K C S I, and SIR KRISHNA GOBINDA GUPTA, K C S I, being two Members of the Council of India, have hereunto set their hands and seals and The Great Indian Peninsula Railway Company have hereunto caused their Common Seal to be affixed, the day and year first above written

Signed, sealed, and delivered by { J DIGGES LA TOUCHE
the above-named two Members
of the Council of India in the
presence of— { K G GUPTA

L S

L S

FRANK R MARTEN,
India Office

The Common Seal of the Great
Indian Peninsula Railway
Company was hereunto affixed }
pursuant to a Resolution of the
Board in the presence of— }

Seal of the
Great Indian
Peninsula
Railway
Company

FRED FIREBRACE, }
J. E. WALLAS, } Directors
R H WALPOLE, Secretary, G I P. Ry. Co

NERBUDDA COLLIERY

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Dated 8th May 1914

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE GREAT INDIAN PENINSULA
RAILWAY COMPANY

C O N T R A C T

FOR WORKING

THE CAWNPORE-BANDA RAILWAY

CONTRACT FOR WORKING THE CAWNPORE-BANDA RAILWAY

THIS INDENTURE made the eighth day of May 1914, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE GREAT INDIAN PENINSULA RAILWAY COMPANY (hereinafter called "the Company") incorporated by an Act of Parliament passed in the Session of the 12th and 13th years of the reign of Her late Majesty intituled "An Act for incorporating the Great Indian Peninsula Railway Company and for other purposes connected therewith" of the other part

WHEREAS by clause 43* of an Indenture (hereinafter called "the Principal Contract") dated the 21st December 1900 and made between the Secretary of State of the one part and the Company of the other part being a contract for the maintenance, management and working by the Company of the Great Indian Peninsula Railway system and the Indian Midland Railway system it was agreed that the Secretary of State might require the Company (*inter alia*) to work any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking (which expression is in the Principal Contract defined to mean the Great Indian Peninsula Railway system and the Indian Midland Railway system or such parts thereof respectively as should be handed over to the Company for the purposes of the Principal Contract together with any such improvements, alterations and additions as therein mentioned) either as agents of the Secretary of State or as part of the undertaking upon such terms and conditions as might be agreed upon

AND WHEREAS two railways known respectively as the Agra-Delhi Chord and the Baran-Kotah Railway are now being worked by the Company as auxiliary or branch railways in connection with the Indian Midland Railway section of the undertaking under Agreements between the parties hereto dated the 5th day of February 1909 and the 19th day of March 1909 respectively by the terms whereof such two railways are for the purposes of clauses 28† and 38‡ of the Principal Contract to be treated as parts of the undertaking

AND WHEREAS a railway known as the Cawnpore-Banda Railway and hereinafter more particularly defined is being constructed by the Secretary of State and is such an auxiliary or branch railway as mentioned in the Principal Contract

AND WHEREAS the section of the said Cawnpore-Banda Railway between Juh (near Cawnpore) and Hamirpur Road Station has been already completed and is being temporarily worked by the Oudh and Rohilkhand Railway Administration

AND WHEREAS the Secretary of State has in pursuance of the hereinbefore recited power given to him by clause 43§ of the Principal Contract required the Company to work the Cawnpore-Banda Railway in connection with the Indian Midland Railway section of the undertaking as agents of the Secretary of State

NOW THIS INDENTURE WITNESSETH that it is hereby agreed and declared as follows (that is to say) —

RAILWAY TO BE WORKED

1 The Railway to be worked under this contract is the line of railway known or to be known as the Cawnpore-Banda Railway extending from Juh near Cawnpore to Khairada and is hereinafter referred to as "the said Railway" and the Company shall during the continuance of this Agreement work the same upon the terms and conditions hereinafter set forth

DURATION OF THE CONTRACT.

2 This contract shall come into force on the date on which the Secretary of State shall hand over the said Railway to the Company as hereinafter provided, and shall continue in force until determined either by the Secretary of State or the Company on any 30th day of September or 31st day of March by giving to the other party not less than twelve calendar months' notice in writing of his or their desire so to do, and in the event of any such notice being given, this contract shall on the 30th day of September or 31st day of March so mentioned in such notice as aforesaid absolutely determine, unless before such specified day such notice shall be withdrawn by the consent of both parties, and such notice shall if given by or on behalf of the Secretary of State be sufficient if signed and given in the form and manner provided by clauses 58 and 59* of the Principal Contract, and if given by or on behalf of the Company shall be given under the seal of the Company and countersigned by two of the Directors and the Secretary of the Company, and shall be left at or sent by registered post to the office of the Secretary of State or any of his Under Secretaries or his Assistant Under Secretary or of a Secretary of Government at Bombay or of the Railway Board, and any such notice whether given on behalf of the Secretary of State or the Company shall be deemed to be given on the date when the same shall be so left or posted as aforesaid

APPLICATION OF THE TERMS OF THE PRINCIPAL CONTRACT

3 The terms and provisions of the Principal Contract so far as applicable to the said Railway, having especial regard to the fact that the same, though to be worked by the Company hereunder, will nevertheless remain the sole and absolute property of the Secretary of State, and as the same are not hereby expressly modified or altered in their operation, or are not repugnant to or by implication excluded from application by the terms and provisions hereof, shall apply to the said Railway, as if they had with the necessary modifications been expressly incorporated herein, and for the purpose of applying such terms and provisions to the said Railway it shall from the date on which it shall be made over to the Company as hereinafter mentioned, be considered as a subsidiary line forming part of one of the systems composing the undertaking the subject of the Principal Contract (viz, the Indian Midland Railway system), and the Principal Contract shall for the purpose of such application be read accordingly, and the Principal Contract shall, so far as necessary for giving due effect to the terms and provisions hereof, be read and construed as modified by these presents

AS TO THE HANDING OVER OF THE RAILWAY TO THE COMPANY

4 On such date as shall be hereafter agreed upon by the Secretary of State and the Company, the Secretary of State shall furnish to the Company a specification signed by or on behalf of the Secretary of State, setting forth the works which shall have been done and executed in the construction and completion of the said Railway, and in making the same ready and fit for the conveyance of passengers and goods and in providing telegraphic works, machinery, and appliances for the purposes thereof, and in providing the same with rolling stock, plant, and machinery and the cost of such works, and such specification shall forthwith thereafter be signed on behalf of the Company by a properly authorised officer of the Company, and thereupon the Secretary of State shall hand over the said Railway to the Company for the purposes of this contract, and such inventory of the undertaking and of the rolling stock, plant, and machinery belonging thereto at that date as is mentioned in clause 9† of the Principal Contract shall be made and signed by or on behalf of the Secretary of State and of the Company

5 The Secretary of State shall also make over or deliver to the Company, and the Company shall take over as soon as reasonably possible all stores in hand or in course of delivery supplied or intended for use in connection with the said Railway and belonging to the Secretary of State, except only such stores as on the

representation of the Company to be made in writing on or before the expiration of six calendar months from the date of the said Railway being so made and taken over as aforesaid the Secretary of State may adjudge to be unserviceable or surplus stores, and the Company shall pay for all stores so made and taken over as aforesaid either with the said Railway or separately at a price to be agreed upon between the Secretary of State and the Company as soon as reasonably possible

AS TO ALTERATIONS, ADDITIONS, AND IMPROVEMENTS, AND MONEY AND LAND REQUIRED THEREFOR

6 If and whenever during the continuance of this contract any alterations, additions, or improvements to or in the said Railway or to the works, rolling stock, plant or machinery thereof, the cost of which may be chargeable to capital under or in accordance with the provisions of the Principal Contract, shall be required or on application from the Company sanctioned by the Secretary of State, the same shall be executed by the Company, and the moneys required for making and executing the same up to an amount previously sanctioned or approved by the Secretary of State shall from time to time on the application of the Company be provided by the Secretary of State, all land required for the purpose of any such alterations, additions or improvements being provided by and at the expense of the Secretary of State.

7 The amount of all moneys provided by the Secretary of State under the last preceding clause shall be entered in the separate capital account of the said Railway to be kept by the Company as hereinafter mentioned

AS TO ACCOUNTS, CAPITAL, &C.

8 The Company shall, in addition to the accounts prescribed by the Principal Contract to be kept in respect of the undertaking in accordance with the provisions of the Principal Contract as hereby modified, keep a separate capital account and also a separate revenue account in respect of the said Railway, such accounts to be kept in the manner laid down in clause 26 (1)* of the Principal Contract with reference to the accounts relating to the undertaking and the two systems originally comprised therein and such other accounts, if any, as shall be required by the Secretary of State in pursuance of clause 26 (1)* of the Principal Contract to be kept in accordance therewith for the said Railway

9 Subject to any special directions which shall be given by the Secretary of State under the said clause 26 (1),* there shall be entered in the capital account so to be kept as aforesaid, the amount of the expenditure incurred by the Secretary of State in the construction and completion of the said railway, and in making the same ready and fit as aforesaid, and in providing the same with such telegraphic works, machinery, and appliances, and such rolling stock, plant and machinery as aforesaid, as well as the moneys which may be provided by the Secretary of State as aforesaid for any alterations, additions and improvements to or in the same and which may be chargeable to capital as aforesaid, and the cost or value of any land supplied by the Secretary of State for the purposes of the said Railway.

10 Subject to any such special direction as aforesaid, there shall be entered in the revenue account so to be kept as aforesaid on the credit side all receipts on account of revenue (hereinafter called the gross receipts of the said Railway) from or in respect of the said Railway, including all receipts of the administrations of other railways derived from or in respect of the exercise by such administrations of running powers over the said Railway, and all moneys received in respect of the use and working of the telegraph wires provided for or handed over to the Company under or in accordance with the provisions of clause 7 of the Principal Contract herein by reference incorporated and used

for the purposes of the said Railway, and on the debit side the share attributable to the said Railway of the total working expenses of the undertaking (including the said railway and any other railways which under any Agreements between the parties hereto are for the purposes of clauses 28* and 38† of the Principal Contract to be treated as parts of the undertaking), to be ascertained in the manner and at the times hereinafter provided immediately upon the same being so ascertained, and also any such excess of sums payable to Railway Administrations to which running powers over the said Railway may be granted as is hereinafter in clause 14 hereof mentioned

11 The said Railway shall for the purposes of clauses 28* and 38† of the Principal Contract be treated as part of the undertaking, and all the costs and expenses incurred by the Company with the sanction of the Secretary of State in or about the maintenance, management and working of the said Railway, ascertained in accordance with the said clause 38,† shall accordingly be entered and debited in the general working expenses account of the undertaking to be kept as provided by the Principal Contract, and there shall also be entered and debited in such account all such sums as may be paid or credited to any and every Railway Administration to whom running powers over the said Railway may be granted in respect of the proportion allowed and made payable to such Railway Administration by the Agreement by which such running powers shall be granted to it of the gross receipts derived from the exercise of such running powers. Provided always that no proportion in excess of 20 per cent of the gross receipts last aforesaid, shall be so entered and debited in the said working expenses account, and the provisions of this clause shall have effect for all the purposes of the Principal Contract as well as of these presents

12 The share attributable to the said Railway and chargeable in the said revenue account thereof as aforesaid in each half year of the total working expenses of the undertaking (including the said Railway and any such other railways as are referred to in clause 10 hereof) shall be a sum which shall bear the same proportion to the total amount of such working expenses as the gross receipts of the said Railway for that half year shall bear to the total of the gross receipts (as defined in clause 29‡ of the Principal Contract) of the undertaking and the gross receipts of the said Railway and such other railways as aforesaid for the same half year, and such amount shall be calculated and ascertained half-yearly immediately on the completion of the said accounts. For the purposes of this clause, the total amount of such working expenses as aforesaid for any half year shall be ascertained by the general working expenses account for that half year, to be taken as provided in the Principal Contract as modified by the last preceding clause and the Agreements relating to any such other railways as aforesaid

ADDITION.

SUPPLY OF ROLLING STOCK

[The Secretary of State approved the arrangement under which the rolling stock will be supplied by the Great Indian Peninsula Railway Company, in return for a payment of 5 per cent of the gross earnings of the Cawnpore-Banda Railway over and above the percentage paid by the Secretary of State for working and maintenance of that line

AUTHORITY

India office letter Railway No 26, dated the 30th April 1915]

APPLICATION OF NET RECEIPTS

13 The whole of the net receipts of the said Railway in each half year as ascertained by the said separate Revenue Account to be kept in respect thereof, after deducting the amount to be debited therein as aforesaid for working expenses and other sums to be debited therein in respect of that half year as in clause 10 provided, shall belong to and be retained by the Secretary of State

AS TO RUNNING POWERS FOR THE ADMINISTRATIONS OF OTHER RAILWAYS

14 If the Secretary of State shall in pursuance of the power reserved to him by clause 41* of the Principal Contract (herein by reference incorporated and made applicable to the said Railway) required the Company to enter into any agreement or agreements with the administration or administrations of any other railway or railways having junction either directly or indirectly with the said Railway for allowing the use of the said Railway or any part thereof for the passage or running of the engines and trains of such administration, and under any such agreement there shall be payable or liable to be credited to any such railway administration a larger proportion of the gross receipts derived from the exercise by such administration of the powers granted by such agreement than 20 per cent, the excess above such proportion of the amount so payable or liable to be credited shall not be treated as a charge against the general working expenses of the undertaking nor be debited to the said general working expenses account thereof but shall be a separate charge against the receipts of the said Railway and shall as aforesaid be directly debited to the separate revenue account of the said Railway to be kept under clause 8 hereof accordingly

15 The terms of such agreement as in the last clause mentioned, may, at the option of the Secretary of State, confer upon the Railway Administration with whom such agreement shall be entered into the right to quote through rates between stations on the system of such administration and stations on the said Railway for traffic between and over the system of such administration and the said Railway, provided that the amounts of all such through rates shall be considered as earned by and attributable to the railway of the administration by whom they shall be quoted and the said Railway in the proportions which the lengths in mileage covered by such rates or in respect of which the same shall be quoted of such railways respectively bear to each other, and such a provision as last hereinbefore mentioned, if required by the Secretary of State, shall be considered reasonable within the meaning of clause 41* of the Principal Contract

16 All receipts from or in respect of traffic passing both over the said Railway and the undertaking or any portion thereof respectively shall, for the purpose of this contract, and particularly for the purpose of ascertaining the receipts from or in respect of the said Railway to be entered as aforesaid on the credit side of the revenue account to be kept as hereinbefore provided, be apportioned between the said Railway and the undertaking proportionately to the mileage covered by the through rates from which such receipts respectively are derived of the said Railway and the undertaking respectively, that is to say, the proportion of every such receipt belonging or attributable to the said Railway shall be the sum which bears the same proportion to the whole amount thereof as the mileage of the said Railway covered by the through rate from which such receipt is derived bears to the total mileage covered by such rate, and the balance shall belong to the Company

17 On the determination of this contract, the Company shall forthwith give to the Secretary of State possession of the said Railway, together with all rolling stock, plant, and machinery belonging thereto, and all plans, books, surveys, sections, printings, writings and documents whatsoever in anywise connected with the same, and all telegraphic machinery, works, instruments, and appliances and other property, if any, belonging thereto, and the Company shall not be entitled to receive any payment or compensation in respect thereof

IN WITNESS whereof SIR THEODORE MORISON, K C I E, and SIR JAMES JOHN DIGGERS LA TOLCHE, K C S I, being two Members of the Council of India, have hereunto set their hands and seals, and THE GREAT INDIAN

PENINSULA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed the day and year first above written

Signed, sealed, and delivered by
the said two Members of the
Council of India in the presence
of—

THEODORE MORISON



J DIGGES LA TOUCHE



C A K NORMAN,
India Office

The Common Seal of THE GREAT
INDIAN PENINSULA RAILWAY
COMPANY was hereunto affixed
in the presence of—

FRED FIREBRACE
J E DALLAS

} Directors



R H WALPOLE,
Secretary,
G I P Ry Co

CAWNPORE-BANDA RAILWAY

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CONTRACT FOR WORKING THE BINA-GUNA RAILWAY

MEMORANDUM of Agreement made the fifteenth day of July one thousand eight hundred and ninety-six BETWEEN the Government of HIS HIGHNESS THE MAHARAJAH SINDIA OF GWALIOR (hereinafter called His Highness' Government) of the first part, and The INDIAN MIDLAND RAILWAY COMPANY, "LIMITED" (hereinafter called the Company), of the other part, for the working of HIS HIGHNESS' BINA-GUNA RAILWAY (hereinafter called the Railway)

1 This Agreement shall remain in force for a period of ten years from the date of the opening of the Railway for public traffic of all kinds, and shall be terminable then, or on the 30th June or 31st December in any year thereafter, on twelve months' notice in writing being given by either party to this Agreement

ALTERATION

[*Provisional No 1 (a)*—As His Highness' Bina-Guna Railway has been and is for the period of 25 years from the 1st day of July 1900 being maintained managed and worked by the Secretary of State through the Agency of the Great Indian Peninsula Railway Company

It is hereby agreed as follows —

- (1) The Secretary of State undertakes to observe and perform the terms and provisions of the Principal Contract (by which term is meant the above agreement dated 15th day of July 1896 and made between His Highness' Government of the one part and the Indian Midland Railway Company, Limited of the other part) as on and from the 1st day of January 1911 and to be bound by the terms thereof in every way as if the Secretary of State were a party to the Principal Contract in lieu of the Indian Midland Railway Company, Limited
- (2) His Highness' Government hereby accepts on and from the date aforesaid the liability of the Secretary of State under and upon the Principal Contract in lieu of the liability of the Indian Midland Railway Company, Limited and agrees to be bound by the terms of the Principal Contract in every way as if the Secretary of State were named therein as a party thereto in place of the Indian Midland Railway Company, Limited and as acting therein through the agency of the Great Indian Peninsula Railway aforesaid or through the agency of such other Company as the Secretary of State shall at any time thereafter appoint and the terms and provisions of the Principal Contract were altered and made applicable accordingly

AUTHORITY

Agreement dated 20th day of March 1911 between the Government of His Highness the Maharajah Sindia of Gwalior and the Secretary of State for India in Council supplemental to this contract printed on page 107 of this book]

2 The Railway during the term of this Agreement is to be worked by the Company as part of its own undertaking, subject to the same arrangements as are in force with the Company itself, under its contract with Government except as hereinafter modified

3 All communications between His Highness' Government and the Company, under this Agreement, shall pass through the Resident at Gwalior and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Consulting Engineer as the Government of India may from time to time appoint for the purpose. The said Consulting Engineer shall also, for the purposes of this Agreement, undertake the same general duties with respect to the Railway as are entrusted to him by the Government of India in respect to the Indian Midland Railway

4 The Railway shall be constructed, in every respect, in a substantial and satisfactory manner, and the works, permanent-way, buildings, fixed machinery, &c, on it shall be in every particular up to the standard applicable to State Railways, or equal to that on which the Company's own line has been built, and stations and other buildings shall be fully equipped with the usual fittings, furniture and appliances

5 To meet the loss of ballast resulting from the subsidence of embankments during the period following the opening of the Railway, all embankments shall be fully ballasted, in the first instance, with sand or sound moorum temporary ballast, the cost of any additional ballast found necessary during the twelve months subsequent to opening being provided at the cost of His Highness' Government

6 When the Railway is declared to be completed, it shall be inspected by the Consulting Engineer and shall be passed by him as fit for the conveyance of passenger and goods traffic, before it shall be made over to the Company under the terms of this Agreement Further, schedules shall be prepared by the representatives of the Railway and the Company of alterations and additions to existing works, fixed machinery, &c, and of additional works, fixed machinery, &c, that may be necessary for the proper completion of the Railway, in accordance with the requirements above noted or the orders of the Consulting Engineer, in view to the works, fixed machinery, &c, in question being provided at the cost of the Railway A list giving particulars of all furniture and movable equipment at stations shall be prepared at the same time

7 Such schedules and list shall be submitted to the Agent of the Company in India, and when they are finally accepted by him on behalf of the Company, and by the Consulting Engineer, His Highness' Government shall hand over the Railway to the Company, and the Company will accept the Railway for the purposes of this Agreement, and will forthwith open the Railway for public traffic,—His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

8 All additional works and alterations in existing works that are not of the nature of repairs, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of His Highness' Government on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer

9 The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own Line, and to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the costs and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise, and the Company shall not bear nor be put to any cost or expense for or in respect of any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own Provided, that if in any case His Highness' Government and the Company shall not agree as to the liabilities of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference

10 All additional works and additions to and alterations of existing works within the Company's boundaries, as may be necessary at Bina Junction in consequence of the connection of the Railway with the Company's Line, shall be carried out by the Company at its own cost, on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer and the Company shall receive from His Highness' Government rent at the rate of 4 per cent per annum on all such expenditure as may be so incurred in respect to works for the sole use of the Railway, as also on the Capital cost of existing works which may be used solely by the Railway Similarly, rent shall also be paid at the same rate by His Highness' Government to the Company on a proportion (to be

arranged in accordance with established practice) of the cost of existing works or expenditure which may be incurred in additions to or alterations of such works, or in providing additional works which may be used jointly by the Railway and the Company. It shall be understood that by reason of the payment of rent in respect to works in sole or joint use within the Company's premises, His Highness' Government shall acquire no right of property thereby.

11 During the continuance of this contract the Company shall have entire control of the Railway, shall supply all staff required for the supervision and working, including that for audit and accounts, and shall supply all locomotives and other rolling-stock, fuel and working stores required for the efficient working of the Railway.

12 The Company shall charge such rates, fares, and tolls and shall make such rules, conditions, and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time in force on the Indian Midland Railway, and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or Company, or any description of traffic, or subject any particular person or Company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

13 All costs, charges and expenses incurred by the Company, in connection with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that in the event of the telegraph lines and instruments not being the property of the Railway, the cost of rent and maintenance of the same shall be a charge against the Railway.

ALTERATION

[Omit the words "and maintenance" in the fifth line of this clause]

AUTHORITY,

Letter No 596-R T, dated 20th June 1899, from the Secretary to the Government of India, Public Work Department, to the Agent to the Governor General for Central India Public Work Department, copy printed on page 101 of this book.]

14 The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" in this Agreement means and includes gross earnings from coaching and goods traffic and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway, also all sums received as rent, and all other sundry receipts usually treated as Railway Revenue.

15 For working and maintaining the Railway, as hereinbefore provided, the Company shall retain 50 per cent of the gross receipts of the Railway of each half-year, and shall receive Rent for works, etc, in sole and joint use at Bina Junction as laid down in clause 10 of this Agreement.

16 The Company shall keep a distinct and separate account of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for Indian State Railways, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government through the Consulting Engineer a summary of the accounts of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway, and shall pay over to His Highness' Government the amount shown therein as due to them. Every revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent revenue account.

17 If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company, touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred for the decision of the Government of India

(Sd) F T RICKARDS,
Agent,
Indian Midland Railway
 15th July 1896

(Sd) M FILOSE,
Minster of the Sindia State,
Chief Secretary, Huzur Durbar,
Gwalior

Signed in presence of—

(Sd) W C ANDERSON,
Chief Auditor,
Indian Midland Railway

(Sd) H RIGG,
Consulting Engineer
to the Government of India,
Lucknow Circle.

(Sd) HERBERT J CLARK,
Acting Secretary to Agent

APPENDIX C TO AGENT'S DESPATCH No 31, DATED, 7TH JULY
1899, PARAGRAPH 223, PAGE 573

Copy of endorsement No 598-R T, dated 20th June 1899, from the Secretary to the Government of India, Public Works Department, to the Consulting Engineer to the Government of India, for Railways, Lucknow

The following, with copy of the marginally noted correspondence, is forwarded to the Consulting Engineer to the Government of India for Railways, Lucknow for information with reference to his Memorandum No 4227, dated the 30th September 1896

Letter No 1615, dated the 4th April 1899, from the Resident at Gwalior, to the First Assistant to the Agent to the Governor General for Central India
Letter No 568 S—C L, dated the 26th April 1899, from the Secretary to the Agents to the Governor General, Rajputana and Central India, to the Secretary to the Government of India Foreign Department

worded to the Consulting Engineer to the Government of India for Railways, Lucknow for in-

formation with reference to his Memorandum No 4227, dated the 30th September 1896

Copy of a letter No 596-R T, dated 20th June 1899, from the Secretary to the Government of India, Public Works Department to the Agent to the Governor General for Central India, Public Works Department

In reply to your Secretary's letter No 568-S—C L, dated the 26th April 1899, to the address of the Secretary to the Government of India, Foreign Department, I am directed to say that the Government of India approve of the proposed omission of the words "and maintenance" from clause 13 of the Agreement dated the 15th July 1896, between the Indian Midland Railway Company and the Government of His Highness the Maharaja Sindia of Gwalior for working the Bina-Guna Railway

BINA-GUNA RAILWAY

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BINA-GUNA RAILWAY SUPPLEMENTAL CONTRACT

AN AGREEMENT dated the 20th day of March 1911 BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA SCINDIA OF GWALIOR (hereinafter called His Highness' Government) of the one part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Secretary of State) of the other part WHEREAS this agreement is intended to be supplemental to an agreement (hereinafter referred to as the Principal Contract) dated the 15th day of July 1896 and made between His Highness' Government of the one part and the Indian Midland Railway Company Limited of the other part, whereby it was agreed that His Highness' Bina-Guna Railway should be worked by the said Company as part of its own undertaking subject to the same arrangements as were in force with the said Company itself under its contract with the Government of India except as hereinafter modified AND WHEREAS by virtue of two several Indentures both dated the 21st day of December 1900 and the one being made between The Secretary of State of the one part and The Indian Midland Railway Company Limited of the other part and the other being made between The Secretary of State of the one part and The Great Indian Peninsula Railway Company of the other part the Indian Midland Railway Company System including (*inter alia*) His Highness' Bina-Guna Railway has been and is for the period of 25 years from the 1st day of July 1900 being maintained managed and worked by the Secretary of State through the agency of the said Great Indian Peninsula Railway Company AND WHEREAS in conformity with the provisions of a certain Indenture dated the 2nd day of October 1885 and made between The Secretary of State of the one part and The Indian Midland Railway Company Limited aforesaid of the other part an arrangement has been made whereby the Indian Midland Railway Company Limited is shortly about to relinquish and make over to the Secretary of State the property and undertaking of the Indian Midland Railway Company Limited together with all liabilities (if any) as shall then be subsisting AND WHEREAS His Highness' Government has agreed with the Indian Midland Railway Company Limited accordingly and with the Secretary of State to accept the Secretary of State as a party to the Principal Contract in lieu and in the place of the Indian Midland Railway Company Limited as on and from the 1st day of January 1911 upon the terms of the Secretary of State undertaking to perform the Principal Contract and to be bound by the terms thereof

NOW IT IS HEREBY AGREED as follows —

- (1) The Secretary of State undertakes to observe and perform the terms and provisions of the Principal Contract as on and from the 1st day of January 1911 and to be bound by the terms thereof in every way as if the Secretary of State were a party to the Principal Contract in lieu of the Indian Midland Railway Company Limited
- (2) His Highness' Government hereby accepts on and from the date aforesaid the liability of the Secretary of State under and upon the Principal Contract in lieu of the liability of the Indian Midland Railway Company Limited and agrees to be bound by the terms of the Principal Contract in every way as if the Secretary of State were named therein as a party thereto in place of the Indian Midland Railway Company Limited and as acting therein through the agency of the Great Indian Peninsula Railway aforesaid or through the agency of such other Company as the Secretary of State shall at any time thereafter appoint and the terms and provisions of the Principal Contract were altered and made applicable accordingly.

IN WITNESS whereof Robert Charles Francis Volkers, being Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council, and Rao Bahadur Syam Sundarlal, CIE,

President, Board of Commerce and Industry, Gwalior State, on behalf of the Government of His Highness the Maharaja Scindia of Gwalior have hereunto set their hands the day and year first above written

Signed and delivered by the said Robert Charles Francis Volkers, Secretary to the Railway Board acting in the Premises for and on behalf of the Secretary of State for India in Council in the presence of

R C F VOLKERS

ELWYN CYRIL RUNDLETT,
Assistant, Railway Board

Signed by the said Rao Bahadur Syam Sundarlal, C I E, President, Board of Commerce and Industry, Gwalior State, in the presence of

SYAM SUNDARLAL

MAHOMED HAYAT KHAN,
*Officiating Deputy Secretary, Political
Department, Gwalior State*

CONTRACT FOR WORKING THE GUNA-BARAN RAILWAY (GUNA-DHARNAODA SECTION)

MEMORANDUM OF AGREEMENT made this Twelfth day of May One thousand eight hundred and ninety-nine between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJAH SCINDIA OF GWALIOR (hereinafter called His Highness' Government) of the first part, and the INDIAN MIDLAND RAILWAY COMPANY, LIMITED (hereinafter called The Company), of the other part, for the working of His Highness The Maharajah's Railway forming a portion of the Guna-Baran Railway (hereinafter called The Railway) commencing at mileage 216 and 4,912 feet from Itarsi junction in the direction of Baran and extending to mileage 238 and 4,642 feet from Itarsi Junction, in the same direction

1 This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India, dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them

ALTERATION.

[*Provisional No 1 (a)* As His Highness the Maharaja's Railway forming a portion of the Guna-Baran Railway commencing at mileage 216 and 4,912 feet from Itarsi Junction in the direction of Baran and extending to mileage 238 and 4,642 feet from Itarsi Junction in the same direction has been and is for the period of 25 years from the 1st day of July 1900 being maintained managed and worked by the Secretary of State through the Agency of the Great Indian Peninsula Railway Company

It is hereby agreed as follows —

- (1) The Secretary of State undertakes to observe and perform the terms and provisions of the Principal Contract (by which term is meant the above agreement dated 12th May 1899 and made between His Highness' Government of the one part and the Indian Midland Railway Company, Limited of the other part) as on and from the 1st day of January 1911 and to be bound by the terms thereof in every way as if the Secretary of State were a party to the Principal Contract in lieu of the Indian Midland Railway Company, Limited
- (2) His Highness' Government hereby accepts on and from the date aforesaid the liability of the Secretary of State under and upon the Principal Contract in lieu of the liability of the Indian Midland Railway Company, Limited and agrees to be bound by the terms of the Principal Contract in every way as if the Secretary of State were named therein as a party thereto in place of the Indian Midland Railway Company, Limited and as acting therein through the agency of the Great Indian Peninsula Railway aforesaid or through the agency of such other Company as the Secretary of State shall at any time thereafter appoint and the terms and provisions of the principal contract were altered and made applicable accordingly

AUTHORITY

Agreement dated 20th day of March 1911 between the Government of His Highness the Maharaja Scindia of Gwalior and the Secretary of State for India in Council supplemental to this contract printed on page 119 of this book.]

2 The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract, except as hereinafter modified

3 All communications of importance, or involving Capital expenditure, between His Highness' Government and the Company, under this Agreement, shall pass through the Resident at Gwalior and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway. All correspondence as to details in connection with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Resident at Gwalior and the Indian Midland Railway Company.

4 Within one year from the opening of the Railway, or as soon as possible before the expiration of that period, the Railway shall be completely constructed and equipped by and at the expense of His Highness' Government in a substantial and satisfactory manner, as to works, permanent-way, buildings, fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances. All the works so carried out, including the permanent-way, buildings, machinery, plant, fittings, furniture, appliances and equipments, shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer.

5 A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers outside cuttings, and 87,000 cubic feet per mile of track laid on steel sleepers, or in rock cuttings, shall be provided by and at the expense of His Highness' Government, and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track in bank is to be provided by and at the expense of His Highness' Government. This ballast shall be distributed as follows—In cuttings and on light banks (under 5 feet) and in station yards the permanent ballast shall be spread, or with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway, shall be stacked or laid in such manner as the Company shall approve, on embankments generally it should be stacked on cess, or in Depot for subsequent use. All permanent-way on embankments, in the first instance, and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum, or the best material obtainable in the district. The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital, and has to be done by the Company, shall be settled finally before the line is taken over by the Company.

6 When the opening of the Railway for public traffic has been sanctioned by the Government of India, His Highness' Government shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement, His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

7 The Engineer-in-Chief in charge of the construction of the Railway shall, within one year of the opening of the Railway, complete at the cost of His Highness' Government all additional works, fixed structures, machinery, etc., that may be necessary for the proper completion of the Railway in accordance with the requirements of the Company or the orders of the Consulting Engineer. Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above and the permanent-way and existing works shall be maintained by the Company. A list giving particulars of all furniture and moveable equipment at stations shall be prepared as soon as the furniture and equipment have been fully provided, and shall be signed by a representative of the Railway and a representative of the Company.

8 Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be

carried out by the Company at the cost of His Highness' Government, on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer

9 For works which may be required after the first twelve months, the Company shall submit to His Highness' Government an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof as may be necessary on objects properly chargeable to Capital without further reference to His Highness' Government, provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to His Highness' Government at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. His Highness' Government shall, after approval of the estimates, place at the disposal of the Company $\frac{1}{4}$ th of the whole amount for which the estimate has been submitted, and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5

10 The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company, shall be dealt with as follows —

- (a) All such works costing over Rs 1,000 shall be charged to the Capital Account of the Railway, and paid for by His Highness' Government
- (b) Petty works costing not more than Rs 1,000 each shall be charged to Revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by His Highness' Government

11 The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the cost and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise, and the Company shall not bear nor be put to any cost or expense for, or in respect of any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather, storm, accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided that, if in any case His Highness' Government and the Company shall not agree as to the liability of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference

12 During the continuance of this contract the Company shall be in possession of and have entire control of the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling-stock, fuel and working stores required for the efficient working of the Railway

13 The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will, in accordance with the procedure laid down by Government, be borne by His Highness' Government, the remaining seven-tenths being a charge against the Company. The term "Police" shall include the force required for law and order as well as that required for watch and ward.

14 The Company shall charge generally such rates, fares and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway, and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or company, or any description of traffic, or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

15 All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

16 The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement, means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway, or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway, also all sums received as rent and all other sundry receipts usually treated as Railway revenue.

17 The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway.

18 The amount of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows, namely, for working and maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year, and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling-stock, plant and machinery, other than fixed machinery, and the managing, working and maintaining of the said Railway and works, in accordance with the provisions of this contract, and for the performance by the Company of every other obligation undertaken by them under this contract, with reference to the said Railway and works.

19 The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to His Highness' Government in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government,

but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account

20 All money transactions under this Agreement as between His Highness' Government and the Company shall be in British Government Rupees and the Company are to accept the British Currency only in payment of fares and rates

21 If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter in regard to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between His Highness' Government and the Company with the approval of the Government of India

(Sd) F T RICKARDS,
Agent,
Indian Midland Railway

(Sd) M FILOSE,
Chief Secretary, Huzur Durbar,
Gwalior

(Sd) F B HEBBERT,
Consulting Engineer to the Government of India,
Lucknow Circle

GUNA-BARAN RAILWAY (GUNA-DHARNAODA SECTION)

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GUNA-BARAN RAILWAY (GUNA-DHARNAODA SECTION) SUPPLEMENTAL CONTRACT.

AN AGREEMENT dated the 20th day of March 1911 BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA SCINDIA OF GVALIOR (hereinafter called His Highness' Government) of the one part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Secretary of State) of the other part WHEREAS this agreement is intended to be supplemental to an agreement (hereinafter referred to as the Principal Contract) dated the 12th day of May 1899 and made between His Highness' Government of the one part and the Indian Midland Railway Company, Limited, of the other part whereby it was agreed that His Highness the Maharaja's Railway (hereinafter called the said Railway) forming a portion of the Guna-Baran Railway commencing at mileage 216 and 4,912 feet from Itarsi Junction in the direction of Baran and extending to mileage 238 and 4,642 feet from Itarsi Junction in the same direction should be worked by the said Company as part of its own undertaking subject to the same arrangements as were in force with the said Company itself under its contract with the Government of India except as thereafter modified AND WHEREAS by virtue of two several Indentures both dated the 21st day of December 1900, and the one being made between The Secretary of State of the one part and The Indian Midland Railway Company, Limited, of the other part and the other being made between The Secretary of State of the one part and The Great Indian Peninsula Railway Company of the other part the Indian Midland Railway Company System including (*inter alia*) the said Railway has been and is for the period of 25 years from the 1st day of July 1900 being maintained, managed and worked by the Secretary of State through the agency of the said Great Indian Peninsula Railway Company AND WHEREAS in conformity with the provisions of a certain Indenture dated the 2nd day of October 1885 and made between The Secretary of State of the one part and The Indian Midland Railway Company, Limited, aforesaid of the other part an arrangement has been made whereby the Indian Midland Railway Company, Limited, is shortly about to relinquish and make over to the Secretary of State the property and undertaking of the Indian Midland Railway Company, Limited, together with all liabilities (if any) as shall then be subsisting AND WHEREAS His Highness' Government has agreed with the Indian Midland Railway Company, Limited accordingly and with the Secretary of State to accept the Secretary of State as a party to the Principal Contract in lieu and in the place of the Indian Midland Railway Company, Limited, as on and from the 1st day of January 1911 upon the terms of the Secretary of State undertaking to perform the Principal Contract and to be bound by the terms thereof

NOW IT IS HEREBY AGREED as follows —

- (1) The Secretary of State undertakes to observe and perform the terms and provisions of the Principal Contract as on and from the 1st day of January 1911 and to be bound by the terms thereof in every way as if the Secretary of State were a party to the Principal Contract in lieu of the Indian Midland Railway Company, Limited
- (2) His Highness' Government hereby accepts on and from the date aforesaid the liability of the Secretary of State under and upon the Principal Contract in lieu of the liability of the Indian Midland Railway Company, Limited, and agrees to be bound by the terms of the Principal Contract in every way as if the Secretary of State were named therein as a party thereto in place of the Indian Midland Railway Company, Limited and as acting therein through the agency of the Great Indian Peninsula Railway aforesaid or through the agency of such other Company as the Secretary of State shall at any time thereafter appoint and the terms and provisions of the principal contract were altered and made applicable accordingly

IN WITNESS whereof Robert Charles Francis Volkors, being Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council, and Rao Bahadur Syam Sundarlál, C I E, President, Board of Commerce and Industry, Gwalior State, on behalf of the Government of His Highness the Maharaja Scindia of Gwalior have hereunto set their hands the day and year first above written

Signed and delivered by the said Robert Charles Francis Volkors, Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

R. C F. VOLKERS

ELWYN CYRIL RUNDLETT,

Assistant, Railway Board

Signed by the said Rao Bahadur Syam Sundarlál, C I E, President, Board of Commerce and Industry, Gwalior State, in the presence of

SYAM SUNDARLAL.

MAHOMED HAYAT KHAN,

*Officiating Deputy Secretary, Political
Department, Gwalior State*

CONTRACT FOR WORKING THE GUNA-BARAN RAILWAY (DHARNAODA-CHABRA SECTION)

[*Note*—This section of the Guna-Baran Railway was purchased from His Highness the Nawab of Tonk by His Highness the Maharaja Sindia of Gwalior under an agreement executed between the same parties dated ^{16th March} 17th April 1905 copy of which is printed on page 131 of this book. As from 1st July 1904 the contract shall be read as though the Gwalior Durbar was substituted for Tonk Durbar wherever the latter occurs as provided for also in the supplemental contract dated 20th March 1911, between the Government of His Highness the Maharaja Sindia of Gwalior and the Secretary of State printed on page 133 of this book.]

MEMORANDUM OF AGREEMENT made this 27th day of February One thousand eight hundred and ninety-nine between THE GOVERNMENT OF HIS HIGHNESS THE NAWAB OF TONK (hereinafter called The Tonk Durbar) of the first part, and THE INDIAN MIDLAND RAILWAY COMPANY, LIMITED, (hereinafter called The Company), of the other part, for the working of His Highness The Nawab's Railway forming a portion of the Guna-Baran Railway (hereinafter called The Railway) commencing at mileage 238 and 4,642 feet from Itarsi Junction in the direction of Baran and extending to mileage 261 and 1,571 $\frac{3}{4}$ feet from Itarsi Junction, in the same direction in the territory of His Highness The Nawab

1 This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India, dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them

ALTERATION.

[*Provisional No 1 (a)*] WHEREAS in pursuance of an agreement dated ^{16th March} 17th April 1905 and made, between the Tonk Durbar of the one part and the Government of His Highness the Maharaja Sindia of Gwalior (hereinafter called His Highness' Government) of the other part whereby the Tonk Durbar agreed to sell and His Highness' Government agreed to purchase this section of the Guna-Baran Railway commencing at mileage 238 and 4,642 feet from Itarsi Junction in the direction of Baran and extending to mileage 261 and 1,571 $\frac{3}{4}$ feet from Itarsi Junction in the same direction in the territory of His Highness the Nawab of Tonk, (hereinafter called the said Railway) the said railway was transferred to His Highness' Government as from the 1st day of July 1904 on the terms and conditions therein contained and is now the property of His Highness' Government and as the said railway has been and is for the period of 25 years from the 1st day of July 1900 being maintained managed and worked by the Secretary of State through the agency of the Great Indian Peninsula Railway Company

It is hereby agreed as follows —

- (1) The Secretary of State undertakes to observe and perform the terms and provisions of the Principal Contract (by which term is meant the above agreement dated 27th February 1899 and made between the Tonk Durbar of the one part and the Indian Midland Railway Company, Limited of the other part) as on and from the 1st day of January 1911 and to be bound by the terms thereof in every way as if the Secretary of State were a party to the Principal Contract in lieu of the Indian Midland Railway Company, Limited
- (2) His Highness' Government hereby accepts on and from the date aforesaid the liability of the Secretary of State under and upon the Principal Contract in lieu of the liability of the Indian Midland Railway Company Limited, and agrees to be bound by the terms of the Principal Contract in every way as if the Secretary of State were named therein as a party thereto in place of the Indian Midland Railway Company Limited, and is acting therein through the agency of the Great Indian Peninsula Railway aforesaid or through the agency of such other Company as the Secretary of State shall at any time thereafter appoint and the terms and provisions of the Principal Contract were altered and made applicable accordingly.

AUTHORITY

Agreement dated 20th day of March 1911 between the Government of His Highness the Maharaja Sindia of Gwalior and the Secretary of State for India in Council supplemental to this contract printed on page 133 of this book]

2 The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract, except as hereinafter modified

3 All communications of importance, or involving Capital expenditure, between the Tonk Durbar and the Company, under this Agreement, shall pass through the Political Officer representing the Tonk Durbar and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway All correspondence as to details in connexion with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Political Officer representing the Tonk Durbar and the Indian Midland Railway Company

4 Within one year from the opening of the Railway, or as soon as possible before the expiration of that period, the Railway shall be completely constructed and equipped by and at the expense of the Tonk Durbar in a substantial and satisfactory manner, as to works, permanent way, buildings fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances All the works so carried out including the permanent-way, buildings, machinery, plant, fittings, furniture, appliances and equipments shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer

5 A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers, outside cuttings, and 87,000 cubic feet per mile of track laid on steel sleepers, or in rock cuttings, shall be provided by and at the expense of the Tonk Durbar and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track in bank is to be provided by and at the expense of the Tonk Durbar This ballast shall be distributed as follows —In cuttings and on light banks (under 5 feet) and in station yards the permanent ballast shall be spread, or, with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway, shall be stacked or laid in such manner as the Company shall approve, on embankments generally it should be stacked on cess, or in Depot for subsequent use All permanent-way on embankments, in the first instance, and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum, or the best material obtainable in the district The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital, and has to be done by the Company, shall be settled finally before the line is taken over by the Company

6 When the opening of the Railway for public traffic has been sanctioned by the Government of India, the Tonk Durbar shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement, the Tonk Durbar guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement

7 The Engineer-in-Chief in charge of the construction of the Railway shall, within one year of the opening of the Railway, complete, at the cost of the Tonk Durbar all additional works, fixed structures, machinery, etc, that may be necessary for the proper completion of the Railway, in accordance with the requirements of the Company or the orders of the Consulting Engineer Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within

this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above and the permanent-way and existing works shall be maintained by the Company. A list giving particulars of all furniture and moveable equipment at stations shall be prepared as soon as the furniture and equipment have been fully provided, and shall be signed by a representative of the Railway and a representative of the Company.

8 Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between the Tonk Durbar and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of the Tonk Durbar, on estimates sanctioned and approved by the Tonk Durbar and the Consulting Engineer.

9 For works which may be required after the first twelve months, the Company shall submit to the Tonk Durbar an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof as may be necessary on objects properly chargeable to Capital without further reference to the Tonk Durbar, provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to the Tonk Durbar at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. The Tonk Durbar shall, after approval of the estimates, place at the disposal of the Company $\frac{1}{4}$ th of the whole amount for which the estimate has been submitted, and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5.

10 The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company, shall be dealt with as follows —

(a) All such works costing over Rs 1,000 shall be charged to the Capital Account of the Railway, and paid for by the Tonk Durbar.

(b) Petty works costing not more than Rs 1,000 each shall be charged to Revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided.

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by the Tonk Durbar.

11 The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the cost and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise, and the Company shall not bear nor be put to any cost or expense for, or in respect of any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather, storm, accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided that, in any case

the Tonk Durbar and the Company shall not agree as to the liability of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference

12 During the continuance of this contract the Company shall be in possession of and have entire control of the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling-stock, fuel and working stores required for the efficient working of the Railway

13 The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will, in accordance with the procedure laid down by Government, be borne by the Tonk Durbar, the remaining seven-tenths being a charge against the Company. The term "Police" shall include the force required for law and order as well as that required for watch and ward

14 The Company shall charge generally such rates, fares and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway, and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or company, or any description of traffic, or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway

15 All costs, charges and expenses incurred by the Company in connection with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway

ALTERATION

[As from 1st January 1901 this clause shall be read as though the proviso in regard to the rent of telegraph lines, and instruments were omitted]

AUTHORITY

Memorandum No 3760-I B, dated 9th October 1901, from the Government of India in the Foreign Department to the Government of India in the Public Works Department copy printed on page 178 of this book. See also statement No 4 on page 174 of this book.]

16 The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement, means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway, or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway, also all sums received as rent and all other sundry receipts usually treated as Railway revenue

17 The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to the Tonk Durbar, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway



18 The amount of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows, namely, for working and maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent of the entire gross receipts of the said Railway for that half-year, and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling-stock, plant and machinery, other than fixed machinery, and the managing, working and maintaining of the said Railway and works, in accordance with the provisions of this contract, and for the performance by the Company of every other obligation undertaken by them under this contract, with reference to the said Railway and works

ALTERATION

[As from 1st January 1901 this clause so far as the method of arriving at the working expenses of this section is concerned shall be considered cancelled and the following clause substituted

Provisional No 18 (a)—Under clauses 28 and 29 of the contract dated the 21st December 1900, with the Great Indian Peninsula Railway Company, one general working expenses account will be maintained, and the total working expenses of the Great Indian Peninsula Railway system and the Indian Midland Railway system including branches worked will be first divided in ratio of the gross receipts of each railway system, and the working expenses of the section of the Guna-Baran Railway belonging to the Native State of Tonk will be represented by a sum which shall bear the same proportion of the whole of the working expenses attributed to the Indian Midland Railway system including branches, as the gross receipts of this Section of the Guna-Baran Railway bear to the whole gross receipts of the Indian Midland Railway including branches

AUTHORITY

Memorandum No 3760-1 B, dated 9th October 1901 from the Government of India in the Foreign Department to the Government of India in the Public Works Department copy printed on page 178 of this Book *see* also statement No 4 on page 174 of this book, and memorandum No 3002 I B, dated 30th August 1913 from the Government of India in the Foreign Department to the Government of India in the Railway Department copy printed on page 35 of this book]

19 The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to the Tonk Durbar in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Tonk Durbar, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account

20 All money transactions under this Agreement as between the Tonk Durbar and the Company shall be in British Government Rupees and the Company are to accept the British Currency only in payment of fares and rates

21 If the Tonk Durbar and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between the Tonk Durbar and the Company touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter in regard to which the Tonk Durbar and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between the Tonk Durbar and the Company with the approval of the Government of India.

(Sd) F T RICKARDS, (Sd) MUHAMMED ABAID-UL-IAH KHAN, C S I,

Agent,

Prime Minister, Tonk

Indian Midland Railway.

(Sd) F B HEBBERT,

Consulting Engineer to the Government of India,

Lucknow Circle.

GUNA BARAN RAILWAY (DHARNAODA-CHABRA SECTION)

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**Memorandum relating to the terms of sale by the Tonk Durbar
to the Gwalior Durbar of that section of the Guna-Baran
Railway which lies within the Tonk State**

Whereas under the memorandum dated the 31st January 1898, regarding the terms relating to the construction of that section of the Guna-Baran Railway, which lies within the Tonk State, the Tonk Durbar borrowed from the Gwalior Durbar the sum of Rs 14,71,024-1-7 under the conditions as to re-payment of principal and interest, etc, specified in the said memorandum, it is hereby agreed by the Tonk Durbar on the one part and by the Gwalior Durbar on the other part that the Tonk Durbar shall sell to the Gwalior Durbar and the Gwalior Durbar shall purchase from the Tonk Durbar the section of the Guna-Baran Railway which lies within the Tonk State on the following conditions —

- (a) Nothing shall be repaid by the Gwalior Durbar of any sums already paid by the Tonk Durbar to the Gwalior Durbar on account of the loan taken from the Gwalior Durbar for the construction of this section of the line
- (b) Nothing further shall be paid by the Tonk Durbar to the Gwalior Durbar on account of the unpaid portion of the principal or interest of the loan taken by the Tonk Durbar from the Gwalior Durbar for the construction of this section of the line

2 Under conditions (a) and (b) above the Tonk Durbar relinquishes any claim for the refund of money repaid to the Gwalior Durbar in liquidation of the principal of the loan and the Gwalior Durbar relinquishes any claim for the payment or the Tonk Durbar of the net earnings of the section up to date

3 All rights of property in the land included in the section of the Railway referred to in this memorandum shall vest in the Tonk Durbar irrespective of the power and jurisdiction ceded to the Government of India by the Tonk Durbar under the agreement dated the 26th July 1899

4 The Gwalior Durbar will have the use of the land under the Railway as long as the Railway exists

5 That no compensation whatsoever shall be payable to the Tonk Durbar by the Gwalior Durbar for the land now enclosed within the Chabra Section of the Railway or for the use thereof nor shall the Gwalior Durbar be charged with any compensation, etc, for the land which it may hereafter be necessary to acquire from the Tonk Durbar for the proper working of the said section

6 That no sayer duty will be levied by the Tonk Durbar on the articles imported locally for the maintenance of the Railway line and its appurtenances

7 That in view of the loss which is accruing to the Gwalior Durbar by the conclusion of the transaction being delayed, the Gwalior Durbar shall be entitled to receive the net earning of the said section from 1st July 1904, as by the delay in the purchase being finally concluded the Durbar loses its interest on the amount advanced to the Tonk Durbar

MADHORA SCINDIA,

His Highness Maharaja of Gwalior

Signature of His Highness Aminud-
Dowla Wazirul Mulk Nawab Hahz

Sir Muhammad Ibrahim Ali Khan, Bahadur
Sowlat Gang, G C I E , of Tonk

Tonk	}	Countersigned
<u>the 16th March 1905</u>		A B DRUMMOND, CAPTAIN,
Tonk	}	Political Agent, Haraoti and Tonk
the 17th April 1905		Countersigned
Camp Simla	}	H V COBB,
the 29th June 1905.		Resident in Gwalior.

[Copy received by the Government of Bombay, Public Works Department, Railway Branch, with Secretary, Railway Board's letter No R C-372-2, dated 16th August 1905]

NOTE

Clauses inserted with provisional numbers necessitated by later contracts are printed within brackets and in smaller type and these provisional numbers are for purposes of routine reference only, but in official correspondence the particular clause numbers and dates of the subsequent contracts, reference to which is given under the head "Authority" below each such addition, should only be quoted

Copy of letter No 1363, Revenue, dated 1st June 1915, from the Accountant General, Railways, Simla, to the Government Examiner of Accounts, Great Indian Peninsula Railway, Bombay

I have the honour to state that, for some time past, the desirability of reprints, properly edited and of a uniform foolscap size, of all current contracts has been under consideration. Such reprints would be useful in your own office, in my office and in the office of the Railway Board.

2 I request therefore that the necessary steps may be taken without delay to compile a volume of *all* current contracts beginning with the original contract, and embodying the various contracts introducing changes from time to time. Space should also be provided for the insertion of any subsequent contracts. The value of the compilation will be greatly enhanced by careful cross-referencing showing dates of, and as far as possible reasons for, additions and alterations made from time to time. An index to the main heads such as "Police", "Rates and Fares" "Land" etc., should be compiled but paraphrasing must be strictly avoided. A specimen index is enclosed for guidance. What is wanted is a compilation which will embody complete and up to date information and form a useful book of reference for those dealing with questions relating to the contracts, and eliminate the labour on each occasion on which a question is raised of having to read through all contracts in force at the time.

3 I shall be glad if you will take the compilation in hand and report by the 15th July next what progress has been made with it and when you expect that it will be completed. The final proof copy should be submitted for my approval and instructions will then be issued as to the number of volumes that will be required for this office.

Copy of letter No 1551, Revenue, dated 22nd June 1915, from the Accountant General, Railways, Simla, to the Government Examiner of Accounts, Great Indian Peninsula Railway, Bombay

In my letter No 1363-Revenue, dated the 1st June 1915, I asked for a reprint in foolscap size of the contracts in force on your Railway cross referenced to any modifications that may have been made in the earlier ones by the later contracts. It has since been suggested that a better way of effecting the object in view will be to print the clauses in the later contracts immediately below the clauses in the original contract which they modify, and generally, where some new provision has been introduced which did not exist before, to bring it under that part of the original contract to which the subject matter of the addition relates. In doing this provisional numbers (to be shown as such) may be given to the clauses so inserted for purposes of routine reference, thus, for example, under clause 21 might be inserted provisional clauses 21(a), (b), (c), etc., but the clause numbers and dates of the subsequent contracts should invariably be given at the end of the clause, and these only should be quoted in official correspondence. In the case of a clause in the original contract having been cancelled it may conveniently be reproduced in brackets either by itself or below the clause (if any) by which it has been substituted.

I request that the instructions in my letter quoted may be modified to the above extent.

GREAT INDIAN PENINSULA RAILWAY

	£	
* Company's stock at date of purchase	34,859,218	by the old Guaranteed Company of
Debentures and debenture stock taken		that name (now called the Great Indian
over from the former Guaranteed Company	5 922,350	Peninsula Railway proper), in amalga-
		mation with that of the late Indian
Total	40 781,568	Midland Railway Company (now

known as the Midland section) The Guaranteed Company's Railway was purchased by the State in 1900, when all the contracts then subsisting between the Secretary of State and that Company were determined and a new Great Indian Peninsula Railway Company was constituted The purchase price was £40,781,568,* payable up to the 17th August 1948, in the form of a terminable annuity of £1,268,516

[Extract para 5 (a) on page 64 of Vol II of the Government of India Railway Board's Administration Report on Railways in India for the year 1913-14]